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RECORDED OCT 4 1982 AT 449 O'CLOCK P.M.  
672761  
Reception No. JANET C. WHITEHEAD, Recorder

TRAIL'S END MOBILE VILLAGE PRIVATE SUBDIVISION  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by TRAIL'S END JOINT VENTURE, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

Trail's End Mobile Village, situated in the SE 1/4 of Section 5, T. 13 N., R. 66 W., of the 6th P.M., Laramie County, Wyoming, containing 17.34 acres, more or less, and which plat is of record at the office of the Laramie County Clerk at Plat Cabinet 5, Slot 42.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above except Block 1, Lot 14 and Block 5, Lot 38 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. Block 1, Lot 14 and Block 5, Lot 38 shall remain in the exclusive control of the Declarant herein, Trail's End Joint Venture.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to the Trail's End Mobile Village Homeowners' Association, its successors and assigns.

Section 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 Trail's End Mobile Village, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 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:

a. An area of land designated as Block 1, Lot 2; Block 4, Lot 9; and Block 5, Lot 39 in the plat of Trail's End Mobile Village, as filed of record in the office of the Laramie County Clerk on June 24, 1982, at Plat Cab. 5, slot 42.

b. All private drives so designated in the plat of Trail's End Mobile Village, as filed of record in the office of the Laramie County Clerk on June 24, 1982, at Plat Cab. 5, slot 42.

Section 5. "Lot" shall mean and refer to any plot of land so designated and shown upon the recorded subdivision plat of the Properties with the exception of the Common Area, Block 1, Lot 14 and Block 5, Lot 38.

Section 6. "Declarant" shall mean and refer to Trail's End Joint Venture, 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 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:

a. The right of the Association to charge reasonable fees for the use and maintenance of 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 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 acknowledging agreement and signed by two-thirds (2/3) of the Association members with the right to vote has been recorded;

d. Easements, private drives, and drainage easements as shown on the plat of Trail's End Mobile Home Village.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, 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.

Section 3. Building and Use Restrictive Covenants and Conditions:

- a. Lots designated for residential purposes shall be restricted to a single, one-family home for private residential use, carport, standard storage building of at least sixty (60) square feet floor area and deck approved by the Architectural Control Committee. Garages may be built if in conformance with these covenants and conditions, the ordinances of the City of Cheyenne, and with the approval of the Architectural Control Committee.
- b. No home shall be placed in these tracts which contains a habitable floor area on the ground floor, exclusive of porches and carport of less than 750 square feet.
- c. No structure or facility, other than a home in keeping with the covenants herein, shall be used as a residence either temporarily or permanently.
- d. No home shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines required by the City of Cheyenne Zoning Regulations. For the purposes of this covenant, carports, storage buildings, eaves, steps, and open porches shall not be considered as a part of a home.
- e. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Such activities include but are not limited to burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests arising because of the nature of maintenance or care of the property. No retail, wholesale, manufacturing, repair, business, professional offices, or home occupations of any kind shall be permitted on any lot, except Block 1, Lot 14, and Block 5, Lot 38.
- f. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month. No individual water supply system or sewage waste disposal system shall be permitted on any lot.
- g. Maintenance of Surface. Earth or gravel shall not be removed from the surface of the premises except for improvement or leveling on the lot involved. Stable conditions of the soil and vegetation shall not be destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully-engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition.
- h. Parking of Vehicles. No vehicles shall be parked on the street in front of a residence at any time. Oversize vehicles such as boat trailers, truck campers, or other recreational vehicles may be parked in that portion of the self-storage area (Block 5, Lot 39) allocated to the owner.

Unlicensed vehicles and oversized vehicles, such as campers, camper trailers, boat trailers, recreational vehicles, or vehicles which are not in running condition or are in a state of disrepair shall not be parked on the front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

i. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

j. Animals, Livestock, Poultry. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that one (1) small dog or cat, may be kept provided that he is maintained within the lot owner's premises in a lot located within Block 2, 3, 4, or 5 and is not an annoyance or nuisance to the neighborhood and is not kept, bred, or maintained for any commercial purpose.

k. Architectural Control Committee:

(1) Declarant herewith appoints a 3-member committee consisting of Doran A. Lummis, Robert F. Deike, and Catharine S. Holmes as an Architectural Control Committee. This committee shall have the responsibility for reviewing all plans for construction of improvements and making such other decisions as are required by the terms, provisions and conditions of this declaration, provided that when the last lot which is subject to this declaration has been sold by Trail's End Joint Venture, the terms of these designated members of the Architectural Control Committee shall automatically terminate and the appointment of successors in accord with the following paragraph shall proceed.

(2) The committee shall be known as the Architectural Control Committee and the members thereof shall serve until their successors are appointed as replacements by a majority vote of the owners of the lots covered by this covenant. Subject to the right of a majority of the owners, also herein and otherwise designated as the Trail's End Homeowner's Association, a majority of the members of the Architectural Control Committee, may, in the event of the death or resignation of any member of the committee, designate a successor. Changes from time to time of the names of the Architectural Control Committee shall be authenticated by the filing of a Memorandum of Amendment to these Protective Covenants with the County Clerk, Laramie County, Wyoming.

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

(4) A decision by the Architectural Control Committee shall be made within fifteen (15) 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.

(5) 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.

l. No mobile home older than four (4) years at the time it is initially located on a lot herein shall be allowed in this private subdivision unless specifically approved by the Architectural Control committee.

m. Lots 3-13, Block No. 1, as designated in the Trail's End subdivision plat, shall be restricted to adults only with no pets or children under fourteen (14) years of age allowed.

n. All water and sanitation fees assessed by the City of Cheyenne shall be paid by and be the responsibility of the Trail's End Homeowner's Association.

o. Common area maintenance shall be the responsibility of the Trail's End Homeowner's Association.

p. Each lot owner shall be responsible for maintenance of sidewalks and front driveways of that owner's lot. In addition, each lot owner shall be responsible for the maintenance of the mobile home and premises within his lot. Upon failure by an Owner to properly maintain his dwelling and premises, the Homeowner's Association, upon majority vote of the directors, may direct such maintenance to be done and any expense so incurred shall be a charge against that lot and operate as an enforceable assessment thereto.

q. All lots purchased from Declarant must be developed and a home located thereon within ninety (90) days of purchase.

r. Amendment. These covenants may be amended by the vote of a simple majority of the owners entitled to vote in the Trail's End Mobile Village Homeowner's Association.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. 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 2. 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 shall be the Declarant and it shall be entitled to three (3) votes for each lot owned by it. 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:

a) when the number of total votes outstanding in the Class A membership exceeds the number of total votes outstanding in the Class B membership; or

b) on December 31, 1983.

#### ARTICLE IV

##### 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 thereof, 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 payable monthly, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any undeveloped lot held for sale by Declarant shall not be subject to assessment, either annual or special. 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 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 pass to his successors in title.

Section 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 in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated within the Properties.

Section 3. Maximum Annual Assessment. Until December 31 of the calendar year in which takes place the conveyance of the first lot to an Owner, the maximum annual assessment shall be Thirty-five Dollars (\$35.00) per month per lot.

(a) From and after January 1 of the calendar year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by the Board of Directors each year

not more than 3% above the maximum assessment for the previous year without a vote of the membership. The assessment may be increased above 3% by the vote of a simple majority of all Owners 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 in conformance with the requirements of Article IV, Section 3(a) above.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any calendar 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 related thereto. Any such assessment shall require the assent of a simple majority of the votes of all Owners 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 Section 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 preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and special assessments may be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance of that lot by the Declarant 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 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 9. Subordination of the Lien to Mortgages. The lien created by 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 due or from the lien thereon.

#### ARTICLE V

#### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, 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 at the time of violation 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. Term and 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 during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the lot Owners. Any amendment must be duly certified and recorded to be effective.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

IN WITNESS THEREOF, THE UNDERSIGNED, being the Declarant herein, has hereunto set its hand and seal this 4th day of October, 1982.

TRAIL'S END MOBILE VILLAGE,  
a Joint Venture,

[SEAL]

Urban Development Company, Inc.

By

Henry H. Arp  
Henry H. Arp, President

Doran A. Lummis  
Doran A. Lummis, an individual

Robert F. Deike  
Robert F. Deike, an individual

James F. Read  
James F. Read, an individual

Catharine S. Holmes  
Catharine S. Holmes, an individual

STATE OF WYOMING )  
                          ) SS  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me this 4th day of October, 1982, by Henry H. Arp, Doran A. Lummis, Robert F. Deike, James F. Read and Catherine S. Holmes and \_\_\_\_\_

Witness my hand and official seal.



Judy Tanaka  
NOTARY PUBLIC

Commission Expires: My Commission Expires March 1, 1986