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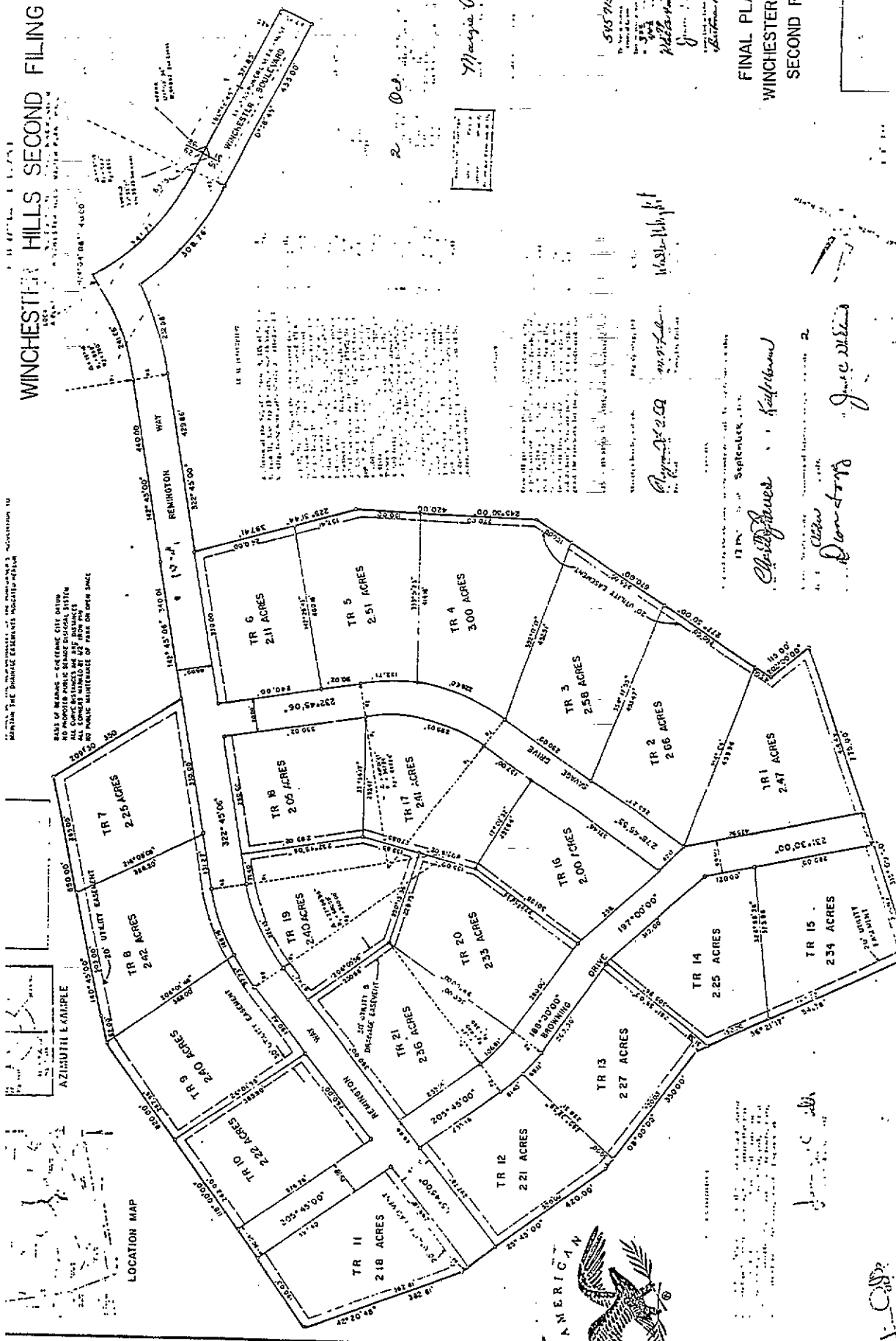
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# WINCHESTER HILLS SECOND FILING

BASED UPON THE INSTRUMENTS OF THE INSTRUMENTS SUBMITTED TO THE PLANNING AND ZONING DEPARTMENT FOR APPROVAL

BASED UPON THE INSTRUMENTS OF THE INSTRUMENTS SUBMITTED TO THE PLANNING AND ZONING DEPARTMENT FOR APPROVAL



LOCATION MAP



FINAL PLAN  
WINCHESTER  
SECOND FILING

*Christy Jones*  
*David Jones*  
*Jane Jones*

5/15/75  
10/15/75  
11/15/75  
12/15/75

*Magie G.*

*J. C. G.*

RECORDED DEC 30 1980 AT 2:55 O'CLOCK P.M.  
603869  
Reception No. JANET C. WHITEHEAD, Recorder



STATE OF WYOMING )  
 ) SS.  
COUNTY OF LARAMIE )

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR COMMON AREA AND LANDS SEPARATELY OWNED  
WINCHESTER HILLS SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Winchester Hills Associates, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

WINCHESTER HILLS, FIRST FILING, being a subdivision of a portion of the SW $\frac{1}{4}$ , Section 29; SE $\frac{1}{4}$  Section 30; NE $\frac{1}{4}$  of Section 31, T. 13 N., R. 66 W., 6th P.M., Laramie County, Wyoming; and  
WINCHESTER HILLS, SECOND FILING, being a subdivision of a portion of the SW $\frac{1}{4}$ , Section 29; SE $\frac{1}{4}$  of Section 30; NE $\frac{1}{4}$ , Section 31, T. 13 N., R. 66 W., 6th P.M., Laramie County, Wyoming.

WHEREAS, Declarant desires to establish by this Declaration a plan for the ownership in fee simple of real property estates separately owned, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all the remaining real property which is hereinafter defined and referred to as the Common Elements.

NOW, THEREFORE, Declarant does hereby publish and declare that the lands and improvements constructed and located thereon, are hereby subject to use and ownership as set forth herein and the following terms, covenants, conditions, easements, and 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.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Winchester Hills Homeowners Association, a non-profit corporation, the By-Laws of which shall govern the administration of this property, the members of which shall be all of the owners of the Tracts in the entire subdivision.

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 tract which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Declarant" shall mean and refer to Winchester Hills Associates, its successors and assigns.



Section 4. "Tract" or "Lot" means the individually owned lands and the terms may be used interchangeably.

Section 5. "Utility" means Beverly Hills Public Utility Company and areas reserved for its operation and function, including easements and rights of way as a sewer, water and cable TV utility company.

Section 6. "Common Elements" means the entire Project excepting all Tracts or the Utility.

Section 7. "Project" means the land and all buildings and other improvements located on the land, and all rights, easements, and appurtenances belonging thereto.

Section 8. "Buildings" means a single building and/or buildings containing units as shown on the map.

Section 9. "Map" means the plats of Winchester Hills First Filing and Winchester Hills Second Filing and any succeeding filings thereof which may be adopted by reference and come within the purview of the homeowners' association pursuant to this Declaration of Protective Covenants.

Section 10. "Mortgagee" means any person or other entity or any successor to the interest of such person or entity, named as the Mortgagee, trust beneficiary, or creditor under any recorded mortgage, deed of trust, or other security instrument by which a Tract or any part thereof is encumbered.

Section 11. "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more Tracts but excluding, however, any such person having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

## ARTICLE II

### PLAT

A. The plat of the land and of the improvements thereon is filed for record in the office of the County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming in Plat Cabinet #4, Slot 334 and Plat Cabinet #4, Slot 335, on the 4th day of October, 1979. The plats show the legal description of the land and measurement thereof including all Tracts and remaining lands designated as Common Area.

## ARTICLE III

### DESCRIPTION OF TRACTS

A. The description of parcels of land shall be by lot and block as the plats thereof have been recorded with the Laramie County Clerk. Lands not shown as conveyed to individual home-owners or held by the utility may be dedicated pursuant to this Declaration and by such dedication conveyed to the Association.

B. Every description of an individual lot shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the lot, but also the



undivided interest in the Common Elements appurtenant thereto, and all other appurtenant properties and property rights, and incorporate all of the rights and burdens incident to ownership of a lot and all of the limitations thereon as described in this Declaration and Map. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from an Owner's lot and the use of all of the Common Elements.

#### ARTICLE IV

##### NATURE OF OWNERSHIP

A. Division. The real property described in the Project which has been submitted to individual ownership, including the improvements thereon, is hereby divided into fee simple estates. Each such estate shall consist of a separately designated Tract or Lot and an undivided interest in and to the Common Elements appurtenant to such Tract. Title to each Tract is hereby made subject to the terms and conditions hereof, which shall bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Tract.

B. Taxation. Declarant shall give written notice to the Assessor of Laramie County, Wyoming, of the creation of joint ownership of the Project, as is provided by law, so that each Tract, and the undivided interest in the Common Elements appurtenant thereto, shall be deemed separate parcels and subject to separate assessment and taxation.

C. Owning Entity. A Tract may be held and owned by more than one (1) person or entity as joint tenants or as tenants in common or in any other form of ownership recognized under the laws of the State of Wyoming.

D. Inseparability. No part of a Tract or of the legal rights comprising ownership thereof may be separated from any other part thereof during the period of ownership prescribed herein, so that each Tract and the undivided interest in the Common Elements must be conveyed, rented or encumbered only as a constituent entity.

E. Partition. Neither an Owner, a Group of Owners, nor the Association shall have the right to divide or partition any Tract or Tracts, and in taking title to any Tract the Owner thereof shall be deemed to have waived any and all rights to divide or partition. The Common Elements shall be owned in common by all of the Owners and shall remain undivided and neither an Owner, a group of Owners, nor the Association shall bring any action for partition or division of the Common Elements. A violation of the provisions of this Section shall entitle the Association to personally collect, jointly and severally, from the parties violating the same, attorney's fees, costs and other damages the Association incurs in connection therewith.

F. Use of Common Elements. Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Elements. There shall be no obstruction of the Common Elements. No restriction, impairment, or interference with any right of ingress or egress provided for in this Declaration shall be permitted at any time without the prior written consent of the Owner thereof.



G. Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to his Tract. Such rights shall be appurtenant to and pass with the title to each Tract.

#### ARTICLE V

##### EASEMENTS

A. Association Use. The Association shall have a non-exclusive easement to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the Common Elements, maintenance and storage facilities for use by the Association or for use by the Owners of particular Tracts.

#### ARTICLE VI

##### USE OF TRACTS

A. Residential. Each Tract shall be used for residential purposes only, and no trade or business of any kind may be carried on therein; provided however, any person who practices a profession such as a doctor, lawyer, architect, engineer, artist, sculptor, author, or such other similar occupation, may maintain, as an integral part of the physical residence, an office which may not be his principal office. Lease or rental of a Tract for lodging or residential purposes shall not be considered to be a violation of this covenant.

B. Prohibitions. Nothing shall be done or kept in any Tract or in the Common Elements or any part thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. No operation or activity shall be permitted by an Owner or another within or upon any portion of the Project which will violate the provisions of any applicable statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body or the By-laws or the reasonable rules and regulations of the Association or any applicable protective restrictions and covenants. No damage to or waste of the Common Elements or any part thereof shall be committed by an Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

C. Architectural Control Committee. The Architectural Control Committee shall be the officers of the Association, including all directors, as elected by the membership from time to time in accord with the Articles of Incorporation and the By-Laws of the Association, or a sub-committee thereof as may be authorized or established by the By-Laws.

#### ARTICLE VII

##### ASSOCIATION ORGANIZATION

A. Administration and Management. The administration of this property shall be governed by the By-laws of Winchester



Hills Homeowners Association. An owner of a Tract shall become a member of the Association upon conveyance to him of his Tract and shall remain a member for the period of this ownership. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the project and to perform all of the duties required of it. The Association shall grant to each first mortgagee of a Tract the right to examine the books and records of the Association at any reasonable time.

B. Rights. The Association has the right 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 each class of members agreeing to such dedication or transfer has been recorded.

C. Transfer. Except as otherwise expressly stated herein, any of the rights, interest, and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

D. Voting Rights. The Association shall have two classes of voting membership:

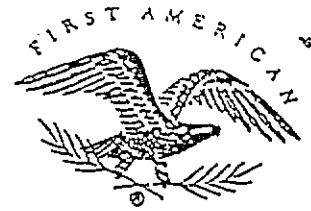
(1) Class A. Class A member(s) shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Tract owned. When more than one (1) person holds an interest in any Tract, all such persons shall be members. The vote for such Tract shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Tract.

(2) Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Tract owned. The Class B membership shall cease and be converted to Class A membership at the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1984.

E. Association Functions: The Association, subject to the rights of the Owners set forth in Article V hereof, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order, and repair subject, however, to the obligations of the Owners set forth in Article VII hereof. The Association shall maintain, in proper, first class manner, all landscaping and natural vegetation constituting part of the Common Elements, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation. The specification of duties of the Association with respect to particular Common Elements shall not be construed to limit its duties with respect to other Common Elements as



set forth in the first sentence in this paragraph. The cost of such management maintenance and repair by the Association shall be borne as provided in Article VIII. Additionally, the Association shall be responsible for providing solid waste disposal for all Tracts within the Project. Notwithstanding the above, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors, and employees to perform such services.

F. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Tracts and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take litigative action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance.

G. Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized shall be sent to all members not less than fifteen (15) days, nor more than thirty (30) days, in advance of the meeting.

#### ARTICLE VIII

##### COVENANT FOR MAINTENANCE ASSESSMENTS

A. Personal Obligation of Assessments. The Declarant, for each Tract owned within the Properties, hereby covenants, and each Owner of any Tract, by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be established and collected as herein-after provided.

B. Creation of the Lien. The Assessments 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, at the time of recording such lien. 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. Subject to Article VIII, Section K, the personal obligation for delinquent assessments shall pass to his successors in title unless expressly disclaimed by them by notice to the Association prior to transfer of title.

C. 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 Tracts and for the improvement, maintenance and operation of the Common Elements situated within the Project which may include, among other things, expenses for the following: Management; solid waste disposal as required by Section 7E hereof; insurance which the Association is required or permitted to maintain pursuant hereto; care of grounds; repairs and maintenance, and other activities mutually approved for joint benefit of owners.





D. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Tract to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Tract payable Twenty-Five Dollars (\$25.00) per month.

(1) From and after January 1 of the year immediately following the conveyance of the first Tract to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 1 of the year immediately following the conveyance of the first Tract to an Owner, the maximum annual assessment may be increased above 10% 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.

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

E. 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 within the Common Element including road maintenance, and 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.

F. Notice and Quorum for any Action Authorized Under this Section. Without regard for any other provisions for notice of meetings, written notice of any meeting called for the purpose of taking any action authorized under this Section 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 60 days following the preceding meeting.

G. Rate of Annual Assessments. The annual assessments as determined under the preceding paragraphs shall be uniform among all Owners and shall be collected in 1/12th installments on a monthly basis.

H. Rate of Special Assessments. Any special assessment as determined hereunder shall be apportioned equally among all Owners.

I. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Tracts on the first day of the month following the filing of this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment



shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid.

J. 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 Tract.

K. 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 Tract shall not affect the assessment lien, however, the sale or transfer of any Tract 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 Tract from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE IX

##### INSURANCE

A. Comprehensive General Liability and Property Damage Insurance. Comprehensive general liability and property damage insurance shall be purchased by the Board on behalf of the Association and shall be maintained in force at all times, the premiums thereon to be paid by the Association, as a Common Expense. The insurance shall be carried with reputable companies authorized to do business in the State in such amounts as the Board may determine. The policy or policies shall name as insured all of the Owners and the Association. The policy or policies shall insure against loss arising from perils in the Common Areas and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association or the Board of Directors.

B. Fire and Hazard Insurance. Fire and other hazard insurance shall be purchased by the Board on behalf of the Association as required or appropriate for improvements on common area premises.

C. Owner's Personal Liability and Property Insurance. An Owner shall carry such fire, casualty and personal liability insurance, as he may desire, including specifically casualty and hazard insurance for improvements constructed on his Tract.

D. Other Insurance. The Board may purchase and maintain in force as a Common Expense, debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary. The Board shall purchase and maintain Workmen's Compensation Insurance to the extent that the same be required by law respecting employees of the Association.

E. Proceeds. The Board shall receive the proceeds of any casualty insurance payments received on the policies obtained and maintained pursuant to this Article. In case of loss or damage, the insurance proceeds shall be used as



soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating facilities in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds.

#### ARTICLE X

##### USE, CONSTRUCTION AND MAINTENANCE COVENANTS AND RESTRICTIONS

A. Residential Use: The real property hereinabove described, and as may be subdivided hereafter except utility properties and facilities, is hereby restricted in use for residential purposes only, and neither the premises nor any improvements thereon shall be used for any commercial, industrial, public, illegal or immoral purpose or purposes, and no public nuisance shall be maintained or permitted to exist thereon; provided however, that any person who practices a profession such as doctor, lawyer, architect, engineer, artist, sculptor or such other similar occupation, may maintain as an integral part of the physical residence, an office which may not be his principal office.

B. Construction: Only new construction or alteration of existing construction shall be permitted. All terms, conditions, and provisions of certain Declarations of Protective Covenants heretofore filed in Book 1137, Page 668, and Book 1137, Page 673, are incorporated herein by reference unless specifically superceded or rescinded by this document.

C. Utilities: All utilities and service lines shall be underground. The owner of each portion of the above-described real property shall adhere to local regulations for disposing of trash and garbage. No rubbish, debris, ashes or trash of any kind shall be placed or permitted to accumulate upon said property. No outdoor television antennae shall be permitted.

D. Waste Disposal and Water Systems: No structure designed for occupancy by human beings located on a lot or tract of less than one acre shall be connected to a private individual waste disposal system. No private water system shall be permitted on any lot or tract. Beverly Hills Public Utility Company shall furnish sewer and water service for lots and tracts of a size less than one acre and water service for all lots and tracts. In addition thereto, Beverly Hills Public Utility Company shall have the exclusive right to furnish cable TV service to all properties. Waste disposal systems shall conform to standards applicable for the area, including but being without limit to the Wyoming State Public Health Department and Wyoming Department of Environmental Quality and no outdoor toilets shall be permitted.

E. Excavation and Mining: No excavation of any kind including that for stone, sand, gravel or earth shall be made on any portion of the above-described real 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 said premises.

F. Continuity of Construction: All structures commenced shall be prosecuted diligently to completion and shall be completed within 24 months of commencement. If the construction progress is slowed or interrupted, the construction site shall be cleaned up into a neat, orderly and safe place.



G. Fences: No fences may be erected on any property line except a pole-type fence. No other fences, hedges or walls shall be erected or maintained except to screen patios, swimming pools or other elements directly related to the main structure, and all such fences shall be limited to the materials prescribed for buildings, shall be a maximum of six feet in height, and shall fall within the set-back limit prescribed for dwellings, except for property line fences.

H. Architectural Control, Design and Construction: No building shall be erected, placed or altered on any Tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structure and location with respect to topography and finish grade elevations.

I. Signs: No signs of any kind or character shall be displayed to the public view on any of the property hereinabove described, except:

- (1) A sign advertising the premises for sale or rent, or open for inspection, which sign shall not exceed a surface area of six square feet.
- (2) A sign identifying the owner or occupant of a residence situated upon said premises, which sign shall not have a surface area exceeding two square feet.
- (3) Any light used to illuminate signs, parking areas or for any other purpose shall be so arranged as to reflect the light away from the nearest residence and away from the vision of passing motorists.

J. Animals: Lots where animals may be maintained and the kind thereof shall be controlled by the provisions of the previously filed Protective Covenants, provided however, the Architectural Control Committee, by decision in advance of the sale thereof, may designate groups of lots, in an amount of not less than five and which may include all lots in a block, to be lots where horses may be maintained. In such cases, appropriate facilities shall be required by homeowners so that the maintenance of not to exceed two horses on each lot shall not constitute a nuisance to the immediate neighbors or any lot in the subdivision. Generally, "horse" lots shall be on the perimeter and in no event shall lots be so designated, if "non-horse" lots may surround the lots to be designated as available for the maintenance of such animals.

K. Architectural Control Committee: The Architectural Control Committee's approval or disapproval as required generally and specifically with reference to this section shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, 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.

R. Variance: 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.



ARTICLE XI

GENERAL PROVISIONS

A. 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 shall in no event be deemed a waiver of the right to do so thereafter.

B. 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.

C. Revocation. The Declaration shall not be completely revoked unless all of the Owners and all of the Mortgagees unanimously consent and agree to such revocation by instrument(s) duly recorded.

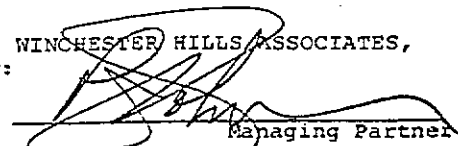
D. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) 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 authenticated and recorded.

E. Annexation. The lands included in Winchester Hills, First and Second Filings, are a portion of the entire planned development of the Winchester Project. Thence lands not included in the originally proposed project may only be annexed to the properties with the consent of two-thirds of each class of members and included as a portion of the entire project as the same was approved by appropriate planning authorities of Laramie County and may be added to and become subject to the conditions and provisions of this Declaration by an amendment to this Agreement as duly executed and filed by Declarant.

F. Protective Covenants Deemed Controlling. In the event there shall be any conflict between the provisions of this Declaration and any By-Laws or rule and regulation of the Association, the provisions of this Declaration shall be deemed controlling.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23 day of December, 1980.

WINCHESTER HILLS ASSOCIATES,  
By:

  
Managing Partner



STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

The foregoing was acknowledged before me this 23 day  
of December, 1980, by Robert G. Pohn  
acting for and on behalf of WINCHESTER HILLS ASSOCIATES.

Witness my hand and official seal.

My Commission expires: Linda Sue Rhoades  
Notary Public

