DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
Skyline Ranches
Filing No. Two

The following covenants and provisions establishing Homeowner’s Association shall become covenants in any deed or other legal or equitable conveyance of the following described lands, to wit:

The NW1/4 Section 26; and a part of the SW1/4 Section 23, T33N, R80W, 6th Principal Meridian, Natrona County, Wyoming, being more particularly described as follows:

Beginning at the corner of Sections 22, 23, 26 and 27; Thence N. 7 degrees 04'54" E., 867.27 ft. along the West boundary of the SW1/4 Section 23 to a point on the Southerly Right of Way line of Wyoming State Highway No. 220; Thence N. 79 degrees 13'44" E., 1329.02 ft. along said Right of Way line to a point on the East line of the SW1/4 Section 23; Thence S. 4 degrees 53'14" W., 1089.72 ft. along the East line of the SW1/4 Section 23 to the W 1/16 corner of Sections 23 and 26; Thence S. 1 degree 37' 45" E., 1315.01 ft. along the East line of the NW1/4 Section 26 to the NW 1/16 corner of Section 26; Thence S. 89 degrees 03'23" W., 1319.81 ft. along the South line of the NW1/4 Section 26 to the N 1/16 corner of Sections 26 and 27; Thence N. 1 degree 38' W., 1313.48 ft. along the West line of the NW1/4 Section 26 to the point of beginning.

Said parcel contains 68.934 acres, more or less as the same have been subdivided by the plat to which these covenants are attached as an exhibit, and any lot, part or parcel thereof, such that the same shall be covenants and conditions running with the land, to-wit:

ARTICLE I
PROTECTIVE COVENANTS

1.1 All numbered lots or parts thereof on the plat to which this is attached shall be used solely for the construction and occupancy of churches, schools or single family dwellings and residences, and not more than one such dwelling shall be constructed or occupied on each lot excepting such lots as the undersigned developers divide, prior to or by virtue of the initial conveyances from the developers. No lot shall thereafter be divided. Each such dwelling so constructed shall:

(a) Contain, when completed, not less than 1100 square feet of useable living space, exclusive of any cellar, basement, porches, terraces and garage; except that any split-level dwelling shall contain not less than 1200 square feet.

(b) Be so situated on a lot so that no portion thereof shall be closer than 50 feet from the street or roadway boundary, and the same distance from each side boundary provided, however, an exception may be granted by Skyline Ranches Architectural Control Committee.
when required by topography or other physical conditions.

(c) Contain adequate provisions for sewage, and where a community sewer system is not available, an adequate, accepted sewage system must be installed for each lot and it shall comply with the rules, regulations and standards required by the state and local departments of health; and be approved in writing by same. No dwelling shall be constructed within the Flood Plain designated on the final plat, if any.

(d) Be adequately wired for electricity in full compliance with the requirements of the United States Electrical Contractor's Code, and all electric, telephone and other utility lines shall be buried below the surface of the ground in adequate conduits, except those which may be placed overhead by the developer.

(e) Comply with community policies and building codes, if any, and those established by the developers, as hereinafter set forth, and such plans for construction shall be approved by said Skyline Ranches Architectural Control Committee for aesthetic harmony and location.

(f) Provide adequate off street parking for vehicles of the family occupying such lot and their guests. No parking will be permitted within the right of way of streets or roads within this subdivision.

(g) Be completed externally within Twelve (12) months after commencement of construction. Expandable designs will be permitted when the complete design, showing all progressive stages of construction, has been approved by Skyline Ranches Architectural Control Committee. Temporary structures used during construction shall be removed within one (1) year and shall otherwise not be allowed.

1.2 When horses are stabled and other pets are kept, the owner or owners thereof shall provide proper shelter thereof, which shelter shall provide aesthetic harmony with the house and shall be kept repaired and painted at all times, keep the same contained, and the entire premises shall be kept clean and sanitary at all times. In the event a controversy should arise regarding the keeping of pets and cleanliness and sanitary conditions thereof, the results shall be determined by the Natrona County Health Officer. In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, junk, junk cars of any kind, unlicensed cars, appliances, etc., or allow or permit said premises, or the animals thereon, to become a nuisance or offensive, or to annoy the other owners within the subdivision. All garbage containers shall be completely enclosed and covered at all times.

1.3 No tents, house trailers or other temporary living quarters, or shed or temporary building of any kind shall be moved on, set up or built on any lot; provided, however, that temporary shelters erected by building contractors or builders of residence or other permitted building, but in no event for a period longer than one (1) year; provided that the Architectural Control Committee shall have authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time.
1.4 As soon as weather permits after completion of each dwelling, as herein contemplated, the owner thereof shall landscape his lot and premises by the performance of necessary grading, the planting of compatible grasses, trees, shrubs and other domestic plants in such amount that the cost thereof, including labor, shall equal not less than two percent of the cost of construction of the completed dwelling. No grading or contouring will be permitted which will stop, dam up or otherwise direct or interfere with the natural drainage of surface waters.

1.5 No outdoor or unapproved incinerators, except for the burning of papers, shall be constructed, nor shall trash, garbage or rubbish be burned within this subdivision.

1.6 All other improvements built or installed upon any premises within this subdivision, including but not limited to garages, gates, fences, barns or animal shelters, arbors, summerhouses, or other permanent or temporary structures of any kind shall be approved by the Skyline Ranches Architectural Control Committee prior to construction or installation.

1.7 There is hereby reserved in all streets, alleys and other ways and across all lots and parcels of land in said subdivision, an easement and right of way not exceeding ten feet in width, unless otherwise noted on the final plat, for subterranean installation of electric, gas, telephone, sanitary sewer, storm sewer, water and other utility lines serving all or any portion of this subdivision, which rights and easements may be assigned or conveyed to any recognized utility company.

1.8 The covenants and restrictions, herein contained, are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within this subdivision and shall be covenants running with the land, binding upon the dedicators of this subdivision and all purchasers and owners of lots and parcels herein, and upon their heirs, personal representatives, successors and assigns for a period of time ending March 1, 1991, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

1.9 Enforcement shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

1.10 Invalidation of any of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**ARTICLE II**

**CONDITIONS AND PROVISIONS**

**ESTABLISHING HOMEOWNERS' ASSOCIATION**

The Common Area which shall be those areas owned by Skyline #2 Homeowners' Association, Inc. upon the conveyance of the first lot and which shall be conveyed by the developers to the Association prior to sale by contract or otherwise, of the first lot, is described as follows:
CONDITIONS AND PROVISIONS
ESTABLISHING HOMEOWNERS' ASSOCIATION

The Common Area which shall be those areas owned by Skyline #2 Homeowners’ Association, Inc. upon the conveyance of the first lot and which shall be conveyed by the developers to the Association prior to sale, by contract or otherwise, of the first lot, is described as follows:

Street, roads and thoroughfares, together with a school bus and mail pick-up area, as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the lots.

2.1 Membership in Skyline #2 Homeowners’ Association Inc. All persons, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as public roads), by whatever means acquired, shall automatically become members of the Association, a Wyoming corporation not for profit, in accordance with the Articles of Incorporation of said Association as presently in effect and filed with the Secretary of State of Wyoming and as the same may be duly amended from time to time.

2.2 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use and maintenance of the Common Area or any part thereof.

(b) The right of the Association to suspend voting rights of, and the use of any of the Common Area, by an Owner for any period during which any assessment against the Owner’s lot is delinquent. Utilization of the Common Area and suspension of voting rights may be enforced for a period...
Restrictions indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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on the 4th day of July, 1980

The Class B member shall be the owner of any lot which is subject to assessment and may not be separated from the association without the consent of the association. The assessment shall be levied against the lot and all improvements thereon, and any other real property owned by that member which may be subject to the assessment. The assessment shall be due and payable on the date specified in the assessment notice. Failure to pay the assessment shall result in the member's membership being terminated as provided in the bylaws.

2.4 Membership. Every owner of a lot which is subject to assessment shall be a member of the association. The member shall be entitled to one vote for each lot which such member owns.

The right of the Association to dedicate or transfer all or any part of the common area to public use or use for public or private purposes, shall be subject to the conditions as set forth in the bylaws. The dedication or transfer shall be effective only if approved by the members who shall be entitled to vote thereon at a meeting of the members called for such purpose, and an affirmative vote of two-thirds of the members present and voting shall be required.

The officers of the Association shall be elected by the members at the annual meeting of the members, and shall hold office until the next annual meeting of the members, or until their successors shall be elected and qualified. The number of members serving as officers shall be fixed by the board of directors, and the same may be increased or decreased from time to time as the board of directors shall determine. The board of directors shall consist of such number of directors as the bylaws may provide, but not less than three. The directors shall be elected at the annual meeting of the members, and shall hold office until the next annual meeting of the members, or until their successors shall be elected and qualified. The directors shall have the power to adopt and amend the bylaws, and to transact all other business as may be necessary for the proper management of the Association. The directors shall have the power to appoint committees and to delegate to such committees such powers and duties as they may deem necessary for the proper management of the Association.

The Association shall have the power to maintain an escrow fund for the payment of all sums due from any lot which is subject to assessment, and such fund shall be held in trust for the benefit of the Association and its members, and shall be used exclusively for the purpose of paying such sums. The Association shall have the power to require any member to pay the sum due from any lot which is subject to assessment, and such member shall be liable to the Association for any sum due from any lot which is subject to assessment.
2.6 Creation of the Lien and Personal Obligation of Assessments. The developers, for each lot owned by it, within the Properties, hereby covenants, and the Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be 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 hereinbefore provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, if any, for collection shall constitute a charge on the land and shall be a continuing lien upon the lot, being deemed to be each lot shown on the original Subdivision plat or as divided by separate conveyances from the developers) 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 Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the lot despite a transfer of title.

2.7 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents within the Properties and for the improvement and maintenance of the common area.
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 9604(c).

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Form

Section 2(a), (c), (d) and (g). Written notice of any meeting shall be sent to and shall be sufficient for the purpose of calling the meeting.

2. A notice and quorum for any action authorized under the bylaws shall be conditioned on the written notice of any meeting called for the purpose of a special assessment to be levied in any assessment year a special assessment not to exceed the maximum amount authorized in the bylaws.

2.9 Special Assessment: A special assessment shall be levied in any assessment year a special assessment not to exceed the maximum amount authorized in the bylaws.

(a) The board of directors may authorize, at an amount not to exceed sixty dollars ($60.00) per lot, the assessment of the first lot to an owner immediately following the conversion of the association.

(b) The assessment may be increased above the maximum amount authorized, at any time, as provided in the bylaws.
the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of the 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 meetings originally called for such purpose.

2.11 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots (including within such term tracts resulting from subdivision of the platted lots by an initial conveyance from the developers) and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors.

2.12 Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of the conveyance of the Common Area to the Association. 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 lot at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual
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Amendment:
2.1. Additional residential property and common area may be annexed to the declaration of covenants and restrictions by operation of law. The provisions of this declaration, covenants and restrictions may be amended by a majority vote of the members of the Association at any regular meeting of the Association with written notice of such action being mailed to each member at least thirty (30) days prior to the meeting. The amendment shall be in writing and signed and certified by an officer of the Association, and shall be filed with the Board of Directors. The Board of Directors shall take such action as is necessary to effect the amendment.

2.1.1. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of 10% per annum. Nonpayment of assessments shall be evidence of the owner's acceptance of such interest and the Association may add such interest to the Assessments. The Association may commence a lawsuit against the owner, and can bring action at law against the owner personally to recover the amount of the Assessments and such interest and costs of suit. The Association may also foreclose the interest of the owner in the property and foreclose the interest of the Association in the property. The Association may also foreclose the interest of the owner in the property and foreclose the interest of the Association in the property without any notice. The Association may also foreclose the interest of the owner in the property and foreclose the interest of the Association in the property without any notice. The Association may also foreclose the interest of the owner in the property and foreclose the interest of the Association in the property without any notice. The Association may also foreclose the interest of the owner in the property and foreclose the interest of the Association in the property without any notice.
For the purpose of enforcing all provisions of these covenants there is hereby appointed an Architectural Control Committee consisting of the original Board of Directors of the Homeowners' Association, their successors, assigns, or appointees (including a committee appointed for that purpose by the officers and directors of the Homeowners' Association).

Signed as the owners of Skyline Ranches, Filing No. Two 1st day of May, 1975.

D. Rieth Spencer

James R. Heiz

STATE OF WYOMING ) SS.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by D. RIETH SPENCER and JAMES R. HERZ this 2nd day of May, 1975.

Witness my hand and official seal.

Carol W. Winters
Notary Public

My Commission Expires: March 5 1979