

508077

DECLARATION OF RESTRICTIVE AND
PROTECTIVE RESIDENTIAL COVENANTS
FOR BLOCKS 7, 8, 9, AND 10 OF
WINCHESTER RIDGE SUBDIVISION FILING NO. 1

HOUSING SERVICES, INC., fee owner of the following described real property
located in the County of Campbell, State of Wyoming (hereafter "HSI"), to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, of
Block 7; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and
10 of Block 8; Lots 1, 2, 3, 4, 5, 6, 7, and 8
of Block 9; and Lots 1, 2, 3, 4, 5, 6, 7, and
8 of Block 10 of Winchester Ridge Subdivision
Filing No. 1, a part of Sections 26, 27, 34,
and 35, Township 44 North, Range 72 West of
the Sixth Principal Meridian, County of
Campbell, State of Wyoming, according to the
plat thereof filed for record at Book 3 of
Plats, pages 90 through 93 of the records of
the County Clerk and Recorder, Campbell County,
Wyoming,

hereby makes the following declaration as to limitations, restrictions, and
uses to which certain lots within such subdivision (hereafter "the Subdivision")
may be put, and hereby specifies that such declaration shall constitute cove-
nants to run with all the land, as provided by law, and shall be binding on
persons or entities now or hereafter owning said lots and all persons claiming
under them, and for the benefit of and limitation upon all future lot owners in
the Subdivision, to-wit:

SECTION A. PURPOSE OF COVENANTS

The purpose of these restrictions is to ensure the use of the lots referred
to in Section B.1. hereof for attractive residential purposes only, to prevent
nuisances, to prevent the impairment of the attractiveness of said lots and
adjacent property, and to maintain the desired tone of the community, and
thereby to secure to each lot owner within the Subdivision the full benefit and
enjoyment of his property, with no greater restriction on the free and undis-
turbed use of said lot than is necessary to ensure the same advantages to other
lot owners.

SECTION B. COVENANTS - RESIDENTIAL AREA:

1. The following restrictive covenants shall apply to Lots 1 through 11
of Block 7, Lots 1 through 10 of Block 8, Lots 1 through 8 of Block 9, and
Lots 1 through 8 of Block 10 of Winchester Ridge Subdivision Filing No. 1:

STATE OF WYOMING

Campbell County

Filed for record this 25th day of Feb. A. D. 19 82 at 9:42 o'clock A. M. and recorded in Book 598
of Photos on page 321 Fees \$0.00

By: E. Addison
County Ex-Officio Register of Deeds

RECORDED
ABSTRACT
INDEXED

By:

508077

a. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars. No lot shall be further subdivided after the date on which these covenants are recorded in the office of the County Clerk and Recorder of Campbell County, Wyoming.

b. Building Location.

(i) No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than twenty-five feet.

(ii) No building shall be located nearer than five feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line.

(iii) For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

c. Easements. Easements for installation and maintenance of utilities and drainage facilities reserved as shown on the recorded plat of Winchester Ridge Subdivision Filing No. 1. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

d. 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.

e. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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

g. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

h. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

i. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

j. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.

k. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.

l. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection

of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

m. Land Near Parks. No building shall be placed nor shall any material or refuse be placed or stored on any lot within five feet of the property line of any park or common area.

n. Parking of Vehicles. Parking of trailer campers, truck campers, bus campers, boats and boat trailers, and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 48 hours, when parked on the street in front of a residence or on the front driveway or parking area between the front building line and the street.

o. Mobile Homes and Trailers. No mobile home or trailer shall be temporarily or permanently placed, parked, erected, or maintained on any lot, for residential purposes, for incidental use, or for any other purpose whatsoever. This restriction shall not apply to any trailer parked wholly within a garage on any lot.

(i) "Mobile Home", as used in this Declaration, means a structure, transportable in one or more sections, which is eight feet or more in width and is thirty-two feet or more in length and which is built on a permanent chassis, having a metal frame, and designed to be used when connected to required utilities as a dwelling, with or without permanent foundation.

(ii) The intent of this covenant is to restrict the use of the lots to private dwellings of a conventional nature, and to exclude all other structures except necessary outbuildings. This covenant shall not exclude factory-built modular housing of a conventional type, although not constructed on the premises.

p. Vehicular Access to Lots. No driveway, curb cut for vehicular access to any lot, or curb cut for any other purpose shall be permitted on any side, rear, or front lot line adjacent to Rancho Drive.

q. Fences. Fencing along the side property lines extending perpendicular to the front set back and along the rear property line shall not exceed six feet in height. Fencing in the front yard set back area shall not exceed three feet in height and shall be open in design. Fencing such as a chain link or log type are typical of an open fence. Any lot having both front and rear yard street frontages shall have a six (6) foot high privacy fence (closed type) along the portion of the rear property line which fronts on the street.

r. No lot owner shall commence construction of any building, structure, or other improvement without first submitting (either personally or via representative) a site plan to Housing Services, Inc., for its approval. The date the plan was submitted will be recorded on the site plan in the presence of the lot owner or their representatives. The site plan will show the location of the structure on the lot, with dimensions from the structure to the property lines. Fence location and type will be shown. Housing Services, Inc., will respond within 10 working days from the date of receipt or the lot owner may automatically assume that the site plan has been approved.

SECTION C. DURATION AND AMENDMENT

1. Duration:

This Declaration, and any amendments hereto, shall remain in effect until December 31, 2011, unless sooner terminated as hereinafter provided.

2. Amendment:

This Declaration may be amended or terminated or extended for successive 20-year terms by an instrument in writing executed and acknowledged by HSI and by owners of more than one-half of the lots within the Subdivision, other than land then owned by HSI, or if at such time HSI does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the lots in the Subdivision. Amendments made pursuant to the provisions of this Section C.2. shall ensure to the benefit of and be binding upon the owners of all land in the Subdivision, and any others having an interest therein, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record of ownership of the land shall be evidence of such ownership and status for voting purposes.

SECTION D. ENFORCEMENT

The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of each Lot owner within the Subdivision. These conditions, covenants, restrictions, and reservations may be enforced, as provided hereinafter, by any Lot owner, as well as by HSI. Violation of any condition, covenant, restriction, or reservation herein contained shall give to HSI and to any Lot owner the right to bring proceedings in law or equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. Every act, omission to act, or condition which violates the covenants, conditions, restrictions, and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to each Lot owner and HSI. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of the Lot owners or HSI to enforce any of the conditions, covenants, restrictions, or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, and neither the Lot owners nor HSI shall be liable therefor.

SECTION E. LIMITED LIABILITY

Neither HSI nor any director, officer, member, agent, or employee thereof shall be liable to any party for any action or for failure to act with respect to any matter if the action was taken or failure to act was in good faith.

Book 598 of Photos, page 327
IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and
seal to this Declaration as of the 26th day of January, 1982.



HOUSING SERVICES, INC.

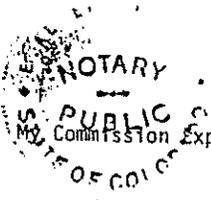
By R. E. Huff
R. E. Huff, Vice President

M. K. Singleton
Assistant Secretary

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me by R. E. Huff as Vice
President of HOUSING SERVICES, INC., a Delaware corporation, this 26TH
day of JANUARY, 1982.

WITNESS my hand and official seal.



E. Albert Thomas
Notary Public

Arco Coal Co.
P. O. Box 5300
Denver, CO 80217



DECLARATION OF RESTRICTIVE AND PROTECTIVE
COVENANTS FOR BLOCK 1, 2, AND 3 OF
WINCHESTER RIDGE SUBDIVISION FILING NO. 1
(MULTI-FAMILY AREA)

524703

HOUSING SERVICES, INC., fee owner of the following described real property
located in the County of Campbell, State of Wyoming, to-wit:

Lots 1 and 2 of Block 1; Lots 1, 2, and 3 of
Block 2; Lots 1, 2, and 3 of Block 3 of Win-
chester Ridge Subdivision Filing No. 1, a part
of Sections 26, 27, 34, and 35, Township 44th
North, Range 72 West, Sixth Principal Meridian,
County of Campbell, State of Wyoming, according
to the plat thereof filed for record at Book 3
of Plats, pages 90 through 93 of the records of
the County Clerk and Recorder, Campbell County,
Wyoming,

hereby makes the following declaration as to limitations, restrictions, and
uses to which the lots referred to above (hereafter "the Lots") may be put,
and hereby specifies that such declaration shall constitute covenants to run
with the land, as provided by law, and shall be binding upon all persons
claiming under them, and for the benefit of and limitation upon all future
property owners within said subdivision (hereafter "the Subdivision").

SECTION A. PURPOSE OF COVENANTS

1. The purposes of the requirements set forth herein are to:
 - a. Attain high quality development and construction within the
Subdivision;
 - b. Ensure compatibility and harmony between the improvements erected
on the Lots and between said improvements and the land within and without
the Subdivision;
 - c. Prevent Nuisances;
 - d. Prevent the impairment of the attractiveness of the land within
and without the Subdivision;
 - e. Maintain the desired tone of the community;
 - f. Assure that development of the property conforms with the land
uses designated on the townwide master plan.
 - g. Protect the value of each lot within the Subdivision; and
 - h. Secure to each Lot owner the full enjoyment and benefit of said
Lot with no greater restriction on the free and undisturbed use of said
Lot than is necessary to ensure the same advantages to other Lot owners.

2. The procedures and standards set forth herein shall primarily apply to:
 - a. Assuring compatibility and harmony of exterior colors, materials, and design;
 - b. Relating the proposed improvements for each Lot to the natural features of the land within and without the Subdivision and to neighboring improvements;
 - c. Conforming proposed plans and specifications to the requirements of this Declaration;
 - d. The type of development to be allowed in each area covered by this Declaration; and
 - e. The number of dwelling units allowed in each development.
3. Compliance with this Declaration does not constitute compliance with any applicable building codes or regulations.

SECTION B. ARCHITECTURAL REVIEW PROCEDURES

1. Submission of Preliminary Plans and Specifications
 - a. At the time of the preliminary architectural design of any improvements to be erected on any Lot within the Subdivision, the Lot owner shall submit plans and specifications to Housing Services, Inc. (hereafter "HSI") for approval.
 - b. Within thirty (30) days following HSI's receipt of preliminary plans and specifications, HSI shall notify the Lot owner of its approval, conditional approval, or rejection of the said plans and specifications.
2. Submission of Final Plans and Specifications
 - a. Prior to the commencement of construction of any improvements on any Lot and subsequent to the issuance of approval or conditional approval pursuant to Section B 1.b. hereof, the Lot owner shall submit duplicate copies of the plans and specifications of said improvements to HSI.
 - b. The plans and specifications to be submitted pursuant to Section B 2.a. hereof shall include, but not be limited to, the following:
 - (1) The floor plans, exterior elevations, details of exterior architectural features, wall sections, and plot grading;
 - (2) The principal exterior materials and color schemes;
 - (3) The location, type, and method of utilization of all utilities;

- (4) A full description of all signs, lighting, and site clearance planned in connection with the construction of the improvements;
 - (5) An approximate schedule showing commencement and completion dates for the improvements to be constructed on the Lot, utility hook-up, and completion of landscaping work;
 - (6) A landscaping plan which shall show:
 - (a) The position, type, and height of all trees, shrubs, plantings, and living ground cover;
 - (b) Location and type of fencing, peripheral or retaining walls, driveways, off-street parking areas;
 - (c) All other topographical and decorative features.
- c. All plans and specifications submitted to HSI pursuant to Section B 2.a. hereof shall be approved, conditionally approved, or rejected within thirty (30) days following HSI's receipt of completed plans and specifications.
- d. On or before the expiration of the thirty day period set forth in Section B 2.c. hereof, HSI shall send the Lot owner a notice stating:
- (1) The reasons for HSI's rejection of the owner's plans and specifications if rejected;
 - (2) HSI's approval of said plans and specifications; or
 - (3) HSI's conditions of approval if said plans and specifications are conditionally approved.
- e. The notice mailed pursuant to Section B 2.d.(3) hereof shall stipulate that said approval shall not be effective until HSI has received the Lot owner's consent to be bound by the conditions of approval therein proposed. In the event that the Lot owner shall withhold his consent to such conditions, the plans and specifications shall be deemed to have been rejected.
- f. HSI's approval, conditional approval, or rejection of any plans and specifications submitted pursuant to Section B 1.a. or B 2.a. hereof shall be based on the purposes set forth in Section A hereof and compliance with the requirements of Section C hereof. HSI's approval shall not be unreasonably withheld. HSI's actions shall not be arbitrary or capricious and shall be conclusive and binding upon all interested parties.

g. All plans and specifications to be submitted to HSI hereunder shall be mailed or delivered to the following address or to such other address as HSI may from time to time designate:

Housing Services, Inc.
P.O. Box 547
Wright, Wyoming 82732

h. In the event that any plans or specifications submitted pursuant to this Declaration are rejected by HSI, the resubmission of plans and specifications shall be subject to the same requirements which applied to the original submittal.

i. HSI shall have the right to waive compliance with or vary any of the procedures or standards set forth herein, at its discretion, for good cause shown.

j. At reasonable times and upon reasonable notice, representatives of HSI shall have the right to enter upon any Lot during the course of construction of any improvements approved hereunder for the purpose of inspecting said improvements to verify the Lot owner's compliance with the approved plans and specifications. One copy of the approved plans and specifications shall be retained by HSI for the purpose of said inspections.

SECTION C. ARCHITECTURAL AND DESIGN CRITERIA

1. Land Use Designations -

a. The property covered by this Declaration, including its subdivisions, shall be developed according to the Land Use Master Plan for Wright. This plan is available by contacting:

Housing Services, Inc.
P.O. Box 547
Wright, Wyoming 82732

2. Architectural Requirements -

a. Building Design: Building design shall relate to adjacent buildings and the natural topographical features within each Lot. Orientation of uses within each Lot shall relate to adjoining Lots and

overall pedestrian and vehicular circulation patterns within and without the Subdivision.

b. Site Planning: Site planning shall relate to existing buildings and streets. Natural topography shall be maintained wherever possible and buildings shall be designed to conform to and complement existing topography.

c. Building Groups: When multiple structures are planned as a part of a single ownership or project of any single Lot or group of Lots, said structures shall be designed in a unified architectural and spatial manner.

d. Vehicular Access: Vehicular access to each Lot or each group of Lots under common ownership shall be carefully designed in relation to vertical and horizontal curves, sight distances, median cuts, and other driveways. Commonly accepted traffic engineering criteria shall be uniformly applied and curb cuts minimized.

e. Pedestrian Circulation: Attention shall be given to pedestrian circulation on site from parking areas to the structures planned for each Lot, open space and pedestrian walkways and to structures on adjoining Lots.

f. Landscaping: Landscaping shall be designed to unify the building and its site, existing buildings, and existing adjacent landscaping. Paving materials and planting shall be appropriate to accomplish the purposes set forth in Section A hereof.

g. Exterior Materials: Exterior materials shall be carefully controlled as to character. The use of nonreflective building materials with finishes in a range of earth tones is encouraged.

h. Building Codes: All improvements to be erected on any Lot, including electrical, plumbing, and mechanical systems, shall be in compliance with all applicable codes, ordinances, rules, and regulations now or hereafter in effect.

i. Architect/Engineer: All improvements to be erected on any Lot shall be designed by a licensed architect or engineer.

j. Exterior Mechanical Equipment: No heating, air conditioning, electrical, or other equipment shall be installed on the roof of any

building or structure or hung on the exterior walls of any building or structure unless the same is covered, screened, and installed in a manner which shall first have been approved in writing by HSI.

3. Miscellaneous Requirements:

a. Waste Storage: Exterior waste and rubbish storage areas may be permitted with the approval of HSI, provided that they are architecturally screened from view and from wind. All trash and rubbish containers must be kept covered and out of sight at all times.

b. Materials Storage: No materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature shall be stored or permitted to remain on any Lot outside the buildings or structures constructed thereon.

c. On-Site Utility Connections: All permanent electrical or telephone connections and installation of wires to buildings or structures on any Lot shall be made underground from the nearest available power source. No transformer, electric, gas, or other meter of any type or other such apparatus shall be located on any power pole nor hung on the outside of any building or structure. Such equipment shall be placed on or below the surface of the land and, when placed on the surface, shall be adequately screened and fenced, and all such installations shall be subject to the prior approval of HSI.

d. On-Site Drainage: Each Lot owner shall be required to provide adequate drainage facilities, including on-site ponds and/or controls of storm water runoff resulting from precipitation. Grading shall be done to the existing lot line. Upon completion of the grading, the elevations along the lot line shall be the same as they were before work started. The amount of ponding or controls shall be at least sufficient to accommodate estimated change in storm water runoff resulting from the placement of buildings and parking areas, and shall be discharged in a manner consistent with commonly accepted engineering practices.

e. Street Parking: No parking shall be permitted on any street or access road at any place other than the paved parking spaces to be provided within each Lot.

f. Vehicular Storage: Automobile parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses, and other large semi-mobile equipment provided that the parking of such vehicles and equipment may be permitted if prior approval of adequate screening by landscaping or fencing is obtained from HSI.

g. Water Supply: No individual water supply system shall be permitted on any Lot unless such system is located, constructed, and equipped in accordance with the requirements and standards of the Wright Water & Sewer District, Wright, Wyoming. Approval of such system shall be obtained from said District as well as the State of Wyoming and County of Campbell prior to commencement of construction.

h. Sewage Disposal: No individual sewage disposal system shall be permitted on any Lot unless such system is located, constructed, and equipped in accordance with the requirements of the Wright Water & Sewer District, Wright, Wyoming. Approval of such system shall be obtained from said District as well as the State of Wyoming and County of Campbell prior to commencement of construction.

i. On-Site Parking Space Requirements: Off-street parking, contained entirely within the Lot boundaries, shall be available for a minimum of two vehicles per dwelling unit. Detached garages or other parking structures are permissible.

j. Nuisances: No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereof which may constitute or may become a nuisance to other Lot owners within the Subdivision.

k. Building Location:

(1) No building shall be located on any Lot nearer to the front lot line or nearer to the side street lot line than twenty-five feet.

(2) No building shall be located nearer than twenty-five feet to the rear lot line.

(3) No building shall be located nearer than twenty-five feet to the lot line bordering Wyoming Highway 59.

(4) No building shall be located nearer than five feet to a side lot line.

(5) For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

SECTION D. CONSTRUCTION REQUIREMENTS

1. Pre-Construction Conference: Prior to commencing construction, each Lot owner or his builder or contractor, will meet with representatives of HSI to review procedures and coordinate proposed construction activities on the Lot.
2. Compliance with Applicable Laws and Regulations: All applicable federal, state, and local laws, rules, regulations, and orders will be strictly observed by the Lot owner and his contractors and subcontractors at all times.
3. Construction Trailers, Portable Field Offices, Etc.: Prior to locating any construction trailer, field office, or similar equipment within the Subdivision, the Lot owner or his contractor shall first obtain the written approval of HSI. Said approval shall set forth the location of such equipment and shall require the removal of said equipment within thirty (30) days following completion of construction.
4. Storage of Materials and Equipment:
 - a. Owners and contractors are permitted to store construction materials and equipment on the Lot during the construction period. It shall be neatly stacked, properly covered and secured. Storage of material or construction equipment outside the owner's or builder's Lot will be done only with the approval of HSI.
 - b. Storage of materials or equipment shall be the sole responsibility of the Lot owner and his contractor.
 - c. Lot owners and contractors shall not disturb, damage, or trespass on other Lots or common areas within the Subdivision.
5. Debris and Trash Removal:
 - a. Owners and contractors shall clean up all trash and debris on the Lot at the end of each week. Trash and debris shall be removed from each Construction Site at least once a week. Light-weight material, packaging, and other items shall be covered or weighted down to prevent wind from blowing such materials off the Lot. Lot owners and contractors are prohibited from dumping, burying, or burning trash anywhere in the Subdivision except in areas designated by HSI.
 - b. During the construction period, each Lot shall be kept neat and shall be properly policed to prevent it from becoming a public nuisance,

eyesore, or from adversely affecting other Lots or common areas within the Subdivision. All clean-up costs incurred by HSI will be billed to the Lot owner.

c. Dirt, mud, or debris resulting from construction activity on each Lot shall be promptly removed from public or private roads, common areas, driveways, or other portions of the Subdivision.

6. Sanitary Facilities: Each Lot owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the Lot itself or in areas approved by HSI.

7. Parking Areas: Construction crews will not park on, or otherwise use, other Lots or common areas within the Subdivision. Private vehicles, construction vehicles, and machinery parked off any Lot will be parked in areas designated by HSI.

8. Restoration or Repair of Other Property Damaged:

a. Damage and scarring to other property, including, but not limited to, other Lots, common areas, roads, driveways, or other improvements within the Subdivision will not be permitted. If any such damage occurs, it shall be repaired and restored promptly at the expense of the person or entity causing the same.

b. Upon completion of construction, each Lot owner or his contractor shall clean his Lot and repair all damaged property.

9. Each Lot owner within the Subdivision will be responsible for the conduct and behavior of his representatives, builders, contractors, and subcontractors. Each Lot owner shall require his contractor to read this Declaration prior to commencement of any construction work on the Lot. Each Lot owner shall insert a provision in his construction contract with his contractor obligating such contractor to comply with the requirements set forth in this Section D during the course of construction and to cause his subcontractors to comply with said section.

SECTION E. POST CONSTRUCTION MAINTENANCE

1. Site and Building Maintenance: Each Lot owner shall keep his improvements in a safe, clean, and neat condition; shall remove, replace, or restore all such items not in such condition; and shall comply in all respects with

all government, health, and police requirements and with such standards as are established by HSI. Each Lot owner shall remove at its own expense any rubbish or trash of any character which may accumulate on its property. Rubbish and trash shall not be disposed of within the Subdivision by burning in open fires or incinerators.

2. Maintenance of Landscaping and Grounds: The grounds within each Lot shall be maintained in a neat and adequate manner which shall include lawn mowing, hedge trimming, adequate irrigation, replacement of dead, diseased, or unsightly landscaping, removal of weeds from planted areas, and appropriate pruning of plant materials.

SECTION F. DURATION AND AMENDMENT

1. Duration: This Declaration, and any amendments hereto, shall remain in effect until December 31, 2011, unless sooner terminated as hereinafter provided.

2. Amendment: These Covenants may be amended, terminated, or extended for successive 20 year terms by an instrument in writing executed and acknowledged by HSI and by owners of more than one-half of the Lots within the Subdivision other than land then owned by HSI, or if at such time HSI does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the Lots in the Subdivision.

Amendments made pursuant to the provisions of Section F 2. shall inure to the benefit of and be binding upon the owners of all land in the Subdivision, and any other persons or entities having an interest therein, their respective heirs, successors, and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

SECTION G. ENFORCEMENT

The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of each Lot owner within the Subdivision. These conditions, covenants, restrictions, and reservations may be enforced, as provided hereinafter, by any Lot owner, as well as by HSI. Violation of any condition, covenant, restriction, or

reservation herein contained shall give to HSI and to any Lot owner the right to bring proceedings in law or equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from so doing, to cause any violation to be remedied, or to recover damages resulting from such violation. Every act, omission to act, or condition which violates the covenants, conditions, restrictions, and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to each Lot owner and HSI. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of the Lot owners or HSI to enforce any of the conditions, covenants, restrictions, or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, and neither the Lot owners nor HSI shall be liable thereof.

SECTION H. LIMITED LIABILITY

Neither HSI nor any director, officer, member, agent, or employee thereof shall be liable to any party for any action or for any failure to act with respect to any matter if the action was taken or failure to act was in good faith.

IN WITNESS WHEREOF, this Declaration has been executed as of this 17th day of December, 1982.

HOUSING SERVICES, INC.

By Walter W. Wick
Vice President



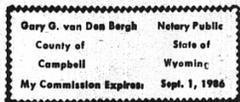
WITNESSES:

By M. K. Siefert
Assistant Secretary

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

On this 17 day of DECEMBER, 1982, before me personally
appeared WALTER WIENZIGKA described in and who executed
the foregoing instrument and acknowledged that HE executed the
same as his free act and deed.

WITNESS my hand and official seal



Gary G. van Den Bergh
Notary Public

Address: 525 S. 227th St

WRIGHT, WY 82732



My commission expires: Sept 1, 1986



STATE OF WYOMING)
Campbell County) ss.

Filed for record this 8th day of Feb. A.D. 1983 at 11:30 o'clock a M. and recorded in Book 662

of Photos on page 33 Fees \$ 26.00

Susan E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By
Deputy

524703

[Signature]