

S91616

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
GARNER LAKE VILLAGE Phase I, Filing 1

THIS DECLARATION made on the date hereinafter set forth by DHT, Inc., a Colorado Corporation hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS: Declarant intends these Covenants, Conditions, Restrictions and Easements to be applicable to that certain property in the County of Campbell, City of Gillette, State of Wyoming, which is more particularly described as Garner Lake Village, Phase I, Filing I.

WHEREAS: Garner Lake Village Phase I, Filing I shall be hereinafter sometimes referred to as "Gamer Lake Village" and the term "Gamer Lake Village Properties" shall also hereinafter sometimes be used to refer generally to the "DHT, Inc." project.

WHEREAS: Declarant, for itself and its successors and assigns, desires to establish a general plan for the development, improvement and enjoyment of the subject property as a first-class, high quality residential subdivision, and to establish restrictions upon the manner of the subject property which will make the lots in the subject property more attractive for residential purposes and will protect present and future owners of the lots in their use for residential purposes.

WHEREAS: Declarant is the owner of other lands ("Adjacent Property") immediately adjacent and contiguous to the subject property and the Declarant intends to provide for the development thereon of a subsequent plat or plats as an extension of Garner Lake Village Phase I Filing I in accordance with the general plan for the development of Garner Lake Village. Declarant reserves the right to establish restrictions upon the manner of the lands in any subsequent plates) which are in all respects similar to the restrictions on Garner Lake Village Phase I Filing I, and which will make the lands in such subsequent plates) more attractive for residential purposes and will protect present and future owners of such lands in their use thereof for residential purposes.

WHEREAS: Declarant may purchase additional lands in the vicinity of the subject property ("Additional Property") which Declarant may desire to develop as an extension of, and in conjunction with the development of Garner Lake Village and in accordance with the restrictions on the manner as provided. Declarant reserves the right to extend the benefits and burdens created by this Declaration to any such lands which may hereafter be acquired by Declarant and developed in conjunction with the development of Garner Lake Village Phase I Filing I and any subsequent plates).

WHEREAS: Declarant may exercise the above-mentioned reserved rights by filing consecutively numbered plates) of Garner Lake Village together with supplemental declaration(s)

of restrictions subjecting such subsequent plates) to this Declaration.

**NOW THEREFORE:** In consideration of these premises, and in consideration of the benefits accruing to the future owners of all or any part of the subject property, and the enhancement in value of the subject property, Declarant, for the benefit of Declarant and all future owners of all or any part of the subject property, do hereby declare and stipulate that the subject property and every part thereof sold, conveyed or transferred, including transfers by operation of law, shall be deemed sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions, which shall run with the land.

**ARTICLE I**  
**USE OF LAND and COMMON AREA**

1.1 **Residential Lots.** All of the lots located and shown on the recorded plat of Garner Lake Village Phase I, as the same may be hereafter combined and/or subdivided, shall be referred to herein as "residential lots" or "lots." Except as otherwise approved in writing by the Declarant, no one-story housing structure on any residential lot with R-1 zoning shall contain less than 1,300 square feet of living area, and no two-story housing structure on any residential lot with R-1 zoning shall contain less than 1,600 square feet of living area. Except as otherwise approved in writing by the Declarant, no one-story housing structure on any residential lot with R-2 zoning shall contain less than 1,200 square feet of living area, and no two-story housing structure on any residential lot with R-2 zoning shall contain less than 1,600 square feet of living area. In all cases, square footage shall be measured from the outside of exterior walls and shall exclude basements, decks, porches, sun rooms (unless fully enclosed with electricity and heating) and garages. All housing structures shall have a private entrance as well as a private attached garage of not less than two (2) car capacity, which garage shall be attached or connected by means of a covered access to the dwelling. With respect to each structure erected or maintained in the subdivision, all utility services shall be underground.

1.2 **Maintenance of Lots.** Prior to completion of construction of a residence dwelling on each lot the owner thereof shall be responsible for grass mowing and weed cutting not less than one time per month, and (subject to Section 1.15 hereof) clearing of unsightly debris from such lot whenever necessary. In the event that the owner fails to perform such maintenance obligations, the Declarant at its option, upon ten (10) days prior written notice to the owner, may cause such maintenance obligations to be performed on behalf of the owner and invoice the owner for such work. If the lot owner does not pay the full amount of such invoice to the Declarant within thirty (30) days after receipt thereof, a "Notice of Lien" may be filed and recorded in the lien records at the Office of the Recorder of Campbell County, State of Wyoming.

The Declarant and its successors and assigns may, when and as often as such delinquencies occur in the performance and payment of lot owners obligations under this Section 1.2, proceed by process of law to collect the amount then due by foreclosure of the above-described lien, or otherwise, and in such event, the Declarant shall also be entitled to recover and have and enforce against such residential lot a lien in judgment for its attorney fees and other resulting costs and expenses. No owner may waive or otherwise escape liability for the maintenance obligations provided for herein by non-use or abandonment of such owner's lot. The lien provided for herein shall be subordinate to

the lien of any first mortgage. Sale or transfer of any residential lot shall not affect this lien or relieve such lot from the maintenance liabilities described herein; provided, however, that the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the within described lien as to payments which became due prior to such sale or transfer.

1.3. Establishment of Grades. Declarant shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any building or structure shall be erected or placed thereon, so that the same may conform to the general plan for the development and use of Garner Lake Village. Any deviation is strictly prohibited unless approved by the Declarant in accordance with Article 3 hereof.

1.4. Location of Structures. No dwelling, structure or any part thereof shall be erected, reconstructed, placed or suffered to remain upon any lot nearer the front or street line than the building set back lines as shown on the recorded plat, nor nearer to any side line or rear line than shall be determined by Declarant in writing at the time of the approval of the Architectural Plans for said dwelling. This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lot lines shall apply to and include porches, verandas, porte-cochere and other similar projections of said dwelling.

1.5. Completion of Structures. Except as otherwise agreed to in writing by the Developer, lot owners shall commence construction of a home on a lot within six (6) months after title to the lot is initially received from the Declarant, and all structures must be completed within eight (8) months following the commencement of construction.

In the event that a lot owner fails to commence construction within the six (6) months period described in this Section 1.5, Declarant shall have the right and option, upon written notice the lot owner to purchase and reacquire the lot from the lot owner, for a cash amount equal to seventy-five (75) percent of the lot owners original purchase price evidence by the HOD closing statement between the parties.

1.6. Maximum Height. No structure constructed or erected within the subdivision shall be greater than two and one-half (2-1/2) stories (not taking into account a walkout basement) nor more than thirty-five (35) feet in height above the main floor lot grade level, unless otherwise approved in accordance with Article 3 hereof.

1.7. Driveways. Hard surfaced driveways, turnarounds, and parking areas shall be concrete or of an approved variance, and shall be approved by Declarant in writing at the time of approval of the Architectural Plans for a residential dwelling.

1.8. Swimming Pools. No above-ground swimming pool shall be installed on any lot. No hot tub, spa or in-ground swimming pool shall be installed in Garner Lake Village except in accordance with Article 3 hereof.

1.9. Basketball Backboards. No basketball backboard shall be erected or attached to the front of any dwelling or garage.

The only basketball backboard acceptable will have a glass backboard with a pole painted the same color as the residence.

**1.10 Lawn and Yard Irrigation Requirements.** Except as otherwise approved in writing by the Declarant, the front, rear and side yards of all residential dwellings shall be sod or hydro-seeded, and shall be landscaped to the rear of the dwelling structure within twelve (12) months after occupancy of the dwelling on each lot. Under no circumstances, shall straw of any kind be used or placed upon any lot. No portion of any lot in Garner Lake Village, nearer to the front or street lines than the building set back lines as shown on the recorded plat shall be used for any purpose other than that of a lawn. However, nothing herein contained shall be construed as preventing the use of such portion of any lot for sidewalks, privacy walks and drives (if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants for the purpose of beautifying the lot. Further, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot. Underground irrigation systems shall be required to be installed and maintained in the front yards of all residential dwellings in Garner Lake Village.

**1.11 Trees.** One (1) tree being at least three inches (3") in diameter and not less than six( 6) feet in height, of such type to be acclimated to the Gillette, Wyoming area are to be planted in the front and/or side yard of each lot within twelve (12) months after occupancy of the dwelling on each lot. The plan for the installation of such trees shall be included within the Plans to be approved by the Declarant in accordance with Article 3 hereof.

**1.12 Fencing:** No fence, hedge, wall, gazebo, deck or enclosure of any kind shall be erected, placed or suffered to remain upon any lot unless the written approval of the Declarant shall have been first obtained in accordance with Article 3 hereof. Any such fence, hedge, wall, gazebo, deck or enclosure shall be subject to the terms and conditions of said approval as to its type, height width, color, upkeep and any general conditions pertaining thereto. Except for fences surrounding a dog run approved by Declarant in accordance with paragraph 1.17 hereof, in no event shall the Declarant approve any "chain link" type fence, which shall be specifically and permanently prohibited in Garner Lake Village. Wire fencing may be attached to split rail fencing on the property owners' side of the fence with Article 3 approval. Fences shall not be erected nearer to any street than the rear building line, or lines, unless approved pursuant to Article 3 hereof.

**1.13 Mailboxes.** In the event that the United States Post Office permits individual mailboxes to be located on each lot, the Declarant shall have the exclusive right to determine the location, color, size, design, lettering and standards and brackets of any mailboxes. The owner of a residential lot shall maintain any mailbox and replace them when necessary with a mailbox of similar type, appearance and quality.

**1.14 Dryers.** No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any lot.

**1.15 General Use Restrictions.** No building or structure shall be erected, and no portion of any lot shall be used, for any use or purpose other than residential purposes. For the avoidance of doubt, the foregoing restriction shall not be interpreted to preclude construction of duplexes or single family attached buildings on lots with R-2 zoning. No

industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted, on any residential lot unless approved by the Declarant or otherwise permitted by the applicable zoning ordinance. No noxious, offensive or unreasonably disturbing activities shall be carried on in any part of the subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance. No well or pump for gas, water, oil or any other substance shall be erected, placed or maintained on any of the residential lots other than for irrigation of lawn and landscaping purposes, which shall first have been approved by the Declarant as provided under Article 3 hereof. No lot shall be used for the storage of scrap, scrap iron, water, paper, glass or any reclamation products or material, except that during the period while a structure is being erected upon any lot. Building materials to be used in the construction of such structure may be stored thereon, provided that any building materials not incorporated into a structure within ninety (90) days after delivery to such lot shall be removed there from.

1.16 Satellite Dishes. No tower, antenna, satellite dish or similar receiving or transmitting device shall be permitted on any residential lot provided, however, that satellite dishes of twenty-four (24) inches or less in diameter shall be permitted if approved under Article 3 hereof.

1.17 Pets. Other than dogs, cats or other household pets, all of which shall be suitably maintained, no animals of any kind may be kept or maintained on any residential lot. A dog run may be constructed on any residential lot, but only if the construction of such dog runs is approved in writing in advance by Declarant. Declarant shall have the sole and absolute discretion to approve the size and materials used to build any such dog run. Notwithstanding anything else contained herein, no animal of any sort may be kept, bred or maintained for any commercial purpose. No Pit Bull or Rottweiler dogs are to be allowed.

1.18 Signs. No signs of any character other than signs of not more than six (6) square feet advertising the sale of the residential lot on which such sign is located, shall be erected, placed, posted or otherwise displayed on or about any residential lot without the written permission of the Declarant. Declarant shall have the right to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

1.19 Construction Matters. During construction of a dwelling on a lot, the lot owner and all contractors shall maintain adequate trash bins, and no trash or construction debris shall be allowed to remain on the surface of the lot. All trash shall be dumped in trash bins on a daily basis. All contractors shall be required to place a portable toilet on the lot for use by all persons involved in the construction of the applicable dwelling. No surplus cement shall be dumped on any other land in Garner Lake Village. No dirt or debris shall be placed on any adjoining lots or other lots within Garner Lake Village without the written approval of the applicable lot owner and Declarant.

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

1.21 Drainage. No lot owner shall in any way interfere with the established drainage

over his lot. For purposes hereof, "established drainage" is defined as the drainage which occurred at the time that the overall drainage for Garner Lake Village Phase I was completed.

1.22 Air Conditioners. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in such a manner that it may be viewed from the street on which the lot fronts or sides.

1.23 Vehicles. The parking of recreational vehicles, boats, trailers, campers, snowmobiles, ATV's, commercial trucks (other than pick-up trucks) and all other comparable vehicles, large or small, shall be limited to a period not to exceed 48 hours (subject to approved variances), when parked on a street in front of side of a residence or outside of the building set back lines of a lot. Vehicles that are not in running or operating condition or are in a state of disrepair shall not be parked on the street in front or side of a residence or on any portion of a lot in Garner Lake Village (excluding the garage of a residence) for a period of more than 72 hours at any one time or as a repeated matter of practice.

1.24 Soils Analysis. The purchaser of any lot in Garner Lake Village shall be responsible for evaluating soils analysis reports by engaging geotechnical engineers to evaluate soil conditions before submitting Architectural Plans the City of Gillette.

1.25 Miscellaneous. No trailer, basement, tent, shack, garage, barn, mobile or manufactured home or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the subdivision. No dwelling erected in the subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved by the Declarant as provided under Article 3 hereof, unless otherwise approved by the Architectural Control Committee. Except as otherwise permitted in Section 1.23 hereof, no truck, boat, bus, tent, mobile home, trailer or other similar device shall be stored on any residential lot in the subdivision. All rubbish, debris and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Declarant.

## ARTICLE 2 COMMON AREAS

2.1 Description and Use of Common Areas. Garner Lake Village includes certain areas designated for the common use and enjoyment of residential lot owners (the "Common Areas" and the entryway monuments located thereon on Garner Lake Village Phase I, and those other areas designated as Common Areas, if any, in Garner Lake Village Phase I, and those areas designated as Common Areas on any other recorded plates) of Garner Lake Village. Each member of the Association, in common with all other members of the Association as owners of residential lots, shall have the non-exclusive right and easement to use and enjoy the Common Areas of Garner Lake Village for purposes incident to the use, occupancy and enjoyment of such member's residential lot as a place of residence and other incidental uses. All members shall use the Common Areas in such manner as will not restrict, interfere or impede with the use thereof by other members of the Association.

2.2 Wall Easement: Privacy Wall. The Declarant may construct a privacy wall

and/or privacy fence (the "Privacy Fence") in a wall easement (the "Wall Easement") along the south property boundary line of Garner Lake Village along the Boxelder Road right-of-way. The privacy wall and/or privacy fence, if constructed, shall be deemed to be part of the Common Areas; provided, however, that access to the Privacy Fence Easement and Privacy Fence shall be limited to such access as is necessary for the construction, repair, replacement and/or maintenance of the privacy Fence as determined by the Developer and its successors and assigns, in their sole discretion.

**2.3 Conveyance of Common Areas.** The Declarant and its successors and assigns shall have the right at any time, and from time to time, to convey fee simple title to the Common Areas to the Association (as hereinafter defined), and in such instance, the Association shall be required to accept delivery of a quit-claim deed for such purpose. Notwithstanding anything else contained herein, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any Common Area unless and until the Declarant, its successors and assigns, shall convey such Common Area to or for the benefit of the Association. Thereafter, the owners of the residential lots at the subject property shall have only those rights with respect to the Common Areas as are granted them hereunder, and under the Articles of Incorporation and Code of Regulations, if any, of the Association,

Upon conveyance of the Common Areas to the Association as set forth herein, the Association shall assume the responsibility for the care, maintenance, upkeep, repair and replacement of the Common Areas, the payment of taxes and assessments against the Common Areas, and the securing of insurance with respect to the Common Areas. The Common Areas and all landscaping, attachments and facilities located thereon, shall be maintained in its original condition and not removed or otherwise altered without the prior written consent of the Declarant which consent shall be required notwithstanding the fact that the Declarant may no longer own an interest in a lot in the subject property or in the Common Areas. The conveyance of the Common Areas to the Association shall not be construed or interpreted to be an assignment by the Declarant of any other rights hereunder, including without limit limitation, the Declarant's right to appoint the member(s) of the Architectural Control Committee (as hereinafter described).

### **ARTICLE 3** ARCHITECTURAL CONTROL APPROVAL OF PLANS

**3.1 Submission and Approval of Architectural Plans and Specifications.** The plans and specifications ("Architectural Plans") for all buildings and other improvements and structures (including, but not limited to, decks, fences, walls, driveways, garages, basements, swimming pools, tennis courts, satellite dishes up to twenty-four (24) inches in diameter and other enclosures) to be constructed within the subdivision shall be submitted for examination to the Declarant, and written approval of the Declarant to such Architectural Plans shall be obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The Declarant shall approve, reject or approve with modifications all submissions within thirty (30) days after submission of the

Architectural Plans required hereunder. The Architectural Plans to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed, building, structure or improvement, the grading plan for the building site, the finished grade elevation thereof, and such other information as may be required by the Declarant. Such Plans shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Declarant so that the Declarant may retain a true copy thereof with its records.

3.2 Architectural Standards, Harmonious Plan. In requiring the submission of detailed Architectural Plans as herein set forth, Declarant intends to assure the development of Garner Lake Village as an architecturally harmonious, artistic and desirable residential subdivision, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located, in such manner as to, in the judgment of the Declarant, complement one another and promote the harmony and desirability of the subdivision taken as a whole. In approving or withholding its approval of any Architectural Plan, the Declarant shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. In no event, however, will the Declarant approve the construction or maintenance of any severely modern structure or the placement of any mobile or manufactured homes. Roof lines shall be varied and broken, with avoidance toward long spans of unbroken roof planes. In conformance to traditional architecture, major roof forms shall be gable or hip. In order to encourage buildings that maintain a low profile, roof pitches must have a minimum fall of 6:12 to 8:12. However, the Declarant shall reserve the right to approve any roof pitch if, in its sole judgment, the proposed roof pitch is appropriate with the building design, and doesn't compromise the architecturally harmonious desirable integrity of the development. Roof material shall be restricted to slate, cement or asphalt shingles.

3.3 Construction in Violation of Approved Plan. Declarant, its successors and assigns, reserves and is hereby granted the right in case of any violations or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the lot upon, or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may exists thereon contrary to the intent and meaning of the provisions hereof interpreted by Declarant, and Declarant shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Declarant to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Declarant shall at any and all times have the right to enforce the same.

3.4 Affidavit of Restrictions Violation. Declarant, its successors and assigns, hereby reserves the right to file of record in The Clerk and Recorder's Office of Campbell County, Wyoming, an affidavit evidencing notice(s) given by Declarant to an owner or owners of any lot with in Garner Lake Village, that restrictions and/or violation(s) may exist upon said lot.

3.5 Power of Attorney. Whenever any of the herein-contained covenants, reservations, agreements and or restrictions provide for any approval, designation,

determination, modification, consent or any other action by Declarant, any such approval, designation, modification, consent or any other such action by any attorney-in-fact on behalf of Declarant shall be sufficient pursuant to a recorded power of attorney.

**3.6 Architectural Control Committee.** An Architectural Control Committee consisting of one (1) or more individuals is hereby established for the Garner Lake Village subdivision. The initial member of the Architectural Control Committee is the Declarant. Additional or replacement members of the Architectural Control Committee may (but need not be) appointed by the Declarant and its successors and assigns, from time to time, until all lots in Garner Lake Village have been sold and the construction of living units shall have been completed thereon. At such time, or at such earlier time as the Declarant may elect, the right to appoint the member(s) of the Architectural Control Committee shall be turned over to the Association by written assignment from the Declarant, its successors and assigns.

#### ARTICLE 4 GARNER LAKE VILLAGE HOMEOWNERS'ASSOCIATION

**4.1 The Association.** The owners of all of the residential lots in Garner Lake Village Phase I, together with the owners of all of the residential lots in any subsequent plats of Garner Lake Village on the Adjacent Property or on the Additional Property (from and after the time Declarant, its successors and assigns, or Declarant may elect to record plats subdividing such Adjacent Property and/or Additional Property into residential lots and record restrictions encumbering such Adjacent Property and/or such Additional Property similar to the restrictions set forth herein), along with all persons who hereafter acquire title to such residential lots, shall be members of the Garner Lake Village Homeowners Association (the "Association").

The members of the Association at any time shall be permitted to convey and assign all of their rights and duties hereunder to a Wyoming non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners, from time to time, of all the residential lots at Garner Lake Village.

**4.2 Voting Rights.** Each member of the Association other than Declarant, its successors and assigns, shall be entitled, to one (1) vote in the Association for each residential lot which such member shall own. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot. Where a vote is cast by one of two or more owners of any residential lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Declarant shall hold title to any residential lot(s) in Garner Lake Village Phase I or in any subsequent plat of the Garner Lake Village subdivision, the Declarant shall be deemed to have fifty-one percent (51) of the votes in the Association.

**4.3 Powers Rights and Functions.** The Association shall have the following powers, rights and functions to promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of this Declaration or any rules and

regulations which the Declarant or the Association may promulgate pursuant hereto;

- (a) to provide a vehicle for voluntary neighborhood activities and to promote and to seek to maintain high standards of community and neighborhood fellowship,
- (b) to represent the residential lot owners before governmental agencies and offices, and to generally promote the common interests of the residential lot owners to collect and disburse assessments and funds as provided in Articles 5 hereof,
- (c) to install, construct repair, maintain and replace the Common Areas, and all equipment, facilities and improvements within the Common Areas, from and after the time of any assignment of such rights and obligations by Declarant, its successors and assigns, to the Association,
- (d) if the Association is organized and operating as a Wyoming non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed, by such corporations,
- (e) to acquire title from the Declarant to any Common Areas, and to insure, manage, maintain, improve and repair the Common Areas,
- (f) to purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership and use of the Common Areas and to pay taxes and assessments against the Common Areas,
- (g) to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets,
- (h) to establish reserves to pay the estimated future costs of any of the items set forth in this Section 4.3.,
- (i) subject to the provisions of this Declaration, to adopt rules and regulations of application governing the use, maintenance, insurance and upkeep of the Common Areas and the easement areas created or reserved, in this Declaration or on the recorded plat of Garner Lake Village Phase 1 or in subsequent restrictions or on subsequent plats) of Garner Lake Village, and to carry out all other purposes for which it was organized,
- (j) to exercise all rights which it may be granted or reserved under this Declaration, and perform all duties to which it may be assigned under this Declaration.

## ARTICLE 5

### ASSESSMENT OF OWNERS

**5.1 Assessments.** Each and every lot in Garner Lake Village shall be subject to an annual assessment in the amount established by the Declarant, its successors and assigns, initially One Hundred Fifty Dollars (\$150.00), which shall be used for maintenance, repair or replacement of the Common Areas (including the entryway boulevard and features) and any community features located thereon. Such assessment shall be on a per lot basis, with payment to be made on or before the first day of January for each calendar year. The annual assessments shall be determined, levied and made on a uniform basis, with each residential lot being subject to the same yearly assessment; provided, however, that the annual assessment for residential lots owned by the Declarant upon which no construction has commenced shall be

one-fourth (1/4) of the amount of the annual assessment for all other residential lots.

The Declarant and its successors and assigns and/or the Association shall have a perpetual lien upon lots in Garner Lake Village to secure the payment of the annual assessment. In default of the payment of such assessment within sixty (60) days of its due date, a "Notice of Lien" may be filed and recorded in the lien records of the office of The Clerk and Recorder of Campbell County, Wyoming.

**5.2 Application of Assessments.** The aforesaid described annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Section 4.3 hereof. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any residential lot owner and after payment of a reasonable charge therefore, any officer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

**5.3 Enforcement and Collection.** In the event any of said annual assessments are not paid when due the Declarant its successors and assigns may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien, or otherwise, and in such event, shall also be entitled to recover and have and enforce against such residential lot a lien and judgment for its resulting costs and expenses, including attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the Common Areas or any facilities located thereon or by abandonment of such owner's residential lot. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any residential lot shall not relieve such lot from liability for assessments or otherwise affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

## ARTICLE 6 EASEMENTS

**6.1 Reservation of Easement Rights.** Declarant reserves for the benefit of Declarant and its successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric, natural gas, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Declarant or its successors and assigns for the services of the subdivision on, over, below or under all of the areas, if any, designated as "Utility Easement," "Drainage Easement," "Sanitary Sewer Easement," "Drainage and Sanitary Sewer Easement," "Utility and Electrical Easement," "Waterline Easements," "Drainage and Utility Easement" or with words of similar import, on the recorded plat of Garner Lake Village Phase I, and along and upon all highways and roads now

existing or hereafter established and abutting all the residential lots in the subdivision. Declarant also reserves for the benefit of Declarant and its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the residential lots from time to time to install, maintain and remove such utility lines and to trim trees and shrubbery which may interfere with the successful and convenient operation of such utility lines and equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas, if any designated as "Utility Easement," "Drainage Easement," "Sanitary Sewer Easement," "Drainage and Sanitary Sewer Easement," "Utility and Electrical Easement," "Waterline Easement," "Drainage and Utility Easement," or with words of similar import, upon the recorded plat of Garner Lake Village Phase I. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas and fences.

No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Declarant, its successors or assigns. Notwithstanding any other provisions of this Declaration, the rights reserved to the Declarant in this Section 6.1 shall survive any conveyance or transfer of the Declarant rights to the Association or to any other transferee or assignee.

**6.2 Electric Power Easement.** The recorded plat of Garner Lake Village Phase I grants certain easements to the City of Gillette across the lots, for purposes of underground electric cables, ducts, conduits, surface or below-ground mounted transformers and pedestals, concrete pads and other facilities for distributing and transmitting electricity, and the right to remove trees and landscaping which may interfere with the exercise of such easement rights.

**6.3 Other Easements.** No owner of any residential lot in Garner Lake Village shall have the right to reserve or grant any easements or rights of way upon or over any residential lots without the prior written consent of Declarant, its successors and assigns.

## ARTICLE 7

### DURATION OF RESTRICTIONS, AMENDMENTS

**7.1 Term.** This Declaration and the within described covenants and restrictions shall run with the land and shall be binding upon the Declarant and all persons claiming under or through Declarant or the Association until the first day of April 5, 2017, at which time these covenants and restrictions shall be automatically extended for successive periods often (10) years each.

**7.2 Amendments.** This Declaration may be amended or revoked with the written approval of the then owners of not less than sixty percent (60) of the residential lots in the Garner Lake Village subdivision, which amendment shall become effective from and after the filing with the Recorder of Campbell County, Wyoming, of an instrument stating the amendment and signed by all approving residential lot owners with the formalities required by law.

**ARTICLE 8**  
**ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS**

**8.1 Assignment by Declarant.** Subject to the express provisions hereof, all rights, duties, privileges, powers and benefits granted by this Declaration to, and/or reserved by or for the benefit of, the Declarant shall be freely assignable by the Declarant, in whole or in part, to the Association or to any other person or entity, and shall inure to the benefit of the successors and assigns of the Declarant. In the event of any such assignment by the Declarant, its successors and assigns, to the Association, the Association shall be required to accept delivery of a written instrument for such purpose, and the Association shall have no right to refuse any such assignment.

**8.2 Construction.** The Declarant, its successors and assigns, or the Associations as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation in good faith, shall be final and binding as to all persons and property benefitted or bound hereby.

**8.3 Violations Unlawful.** Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Declarant, the Association, the Architectural Control Committee or any person or persons owning any residential lot may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions, and to cause the removal of the violation, and/or to recover damages for such violation or attempted violation.

In addition to the foregoing rights, the Declarant and its successors and assigns, the Association and the Architectural Control Committee shall have the right, to the extent permitted by law, to record in The Office of the Clerk and Recorder of Campbell County, Wyoming a notice giving notification to third parties of the non-compliance of a lot owner with the provisions hereof, which notice shall constitute a lien on the lot until such time as such non-compliance has been cured.

**8.4 Saving Clause.** Invalidation of any of the restrictions herein contained by judgment, court order or amendment hereof, by act of the owners of residential lots shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

**8.5 Transfers Subject to Restrictions.** All transfers and conveyances of each and every residential lot in Garner Lake Village shall be automatically deemed to be made subject to these restrictions.

**8.6 Notices.** Any notices required to be sent to any owner of a residential lot or any part thereof, or to Declarant, or to the Association, or to the Architectural Control Committee, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Declarant, the Association or the Architectural Control Committee, as such address appears on the applicable public record.

**8.7 No Waiver of Violations.** No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or

breaches may occur.

**8.8 Waiver of Restrictions by Declarant.** Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representatives, successors and assigns, that if, in the opinion of the Declarant, its successors and assigns, the shape, dimensions, number of structures, location of natural features such as tree topography or other features of the residential lot upon which a residence dwelling or structure is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded, plat or of any provision of this Declaration would, work a hardship, the Declarant may, in writing, grant waivers from the requirements of the recorded plat or this Declaration as to such residential lot so as to permit the erection of such residence dwelling or structure.

**8.9 Paragraph Headings.** The paragraph headings contained in this Declaration have been inserted for convenience of reference only, and are not to be used in the construction and/or interpretation of these restrictions.

**8.10 Writing.** Any consent, approval, designation, modification or other action herewith by Declarant, its successors and assigns, shall be in writing.

**8.11 Future Plans.** As used throughout this Declaration, the terms "Garner Lake Village," "subdivision," "lot," "residential lot" and words of similar import, shall refer, as applicable, to the subject property as well as the Additional Property and/or the Adjacent Property.

**8.12 Owner.** As used in Declaration, the term "owner" shall be deemed to mean the record owner.

**8.13 Enforcement.** The Association, or any Owner may institute proceedings at law or in equity to enforce all covenants now or hereinafter imposed by the provisions of this Declaration, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations, and shall be entitled to collect all reasonable attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so. Such failure shall not prevent the Association or owner(s) from enforcing any subsequent covenant violation.

**8.14 Attorney Fees.** Any cost or expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees paid by the Association or other Owners, shall be paid by the Lot Owner against whom the covenants have been successfully enforced.

DHT, Inc., a Colorado Corporation

By: R. Lee Tucker

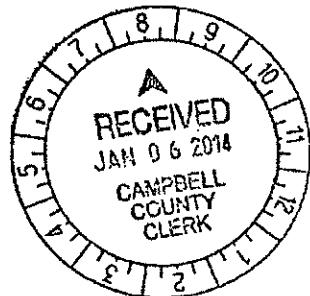
R. Lee Tucker, President

State of Colorado  
County of Arapahoe

The foregoing instrument was acknowledged before me this 23rd day of  
December, 2013 by R. Lee Tucker, President of DHT, Inc, a Colorado  
corporation, on behalf of the corporation.

Keri Lea Kvachkoff

Notary Public Keri Lea Kvachkoff

My Commission Expires: 11/17/15

991616 Recorded on 1/06/2014 at 8:02:09  
Book 2841 of PHOTOS  
Susan F. Saunders, Campbell County Clerk  
Fee 54.00  
Pages 123 to 137  
by: A. CARTWRIGHT

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED