805630

COLLEGE PARK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned are the owners of certain real property located in Campbell County, Wyoming and described as: **College Park, Phase I, according to the official plat thereof,** and described on the attached map and designated as Phase I (hereinafter "Phase I" or "Property"); and,

WHEREAS, the undersigned wish to provide for the use, enjoyment and development of the Property as well as to maintain the values of the Property and improvements located and to protect the owners, their heirs, successors and assigns from the offensive activities of other owners; and,

WHEREAS, IT IS SPECIFICALLY INTENDED that the Covenants, Conditions and Restrictions shall constitute Covenants, Conditions and Restrictions that shall run with the Property and be binding on all current and future owners of the Property, as well as all assigns and successors of current and future owners.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to College Park Home Owners Association, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to the real property described in the Declaration of Covenants, Conditions, and Restrictions for Phase I as well as any additions to the property that may be brought within the jurisdiction of the Association.

Section 4: "DECLARANT" shall mean and refer to College Park II, LLC, or it's successors or assigns.

Section 5: "Member" shall mean and refer to every person or entity that holds membership in the Association.

Section 6: "Lots" shall mean or refer to any lot upon which a single family or duplex home has been or is to be constructed.

Section 7: The term "covenants", shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 8: The term "Board of Directors" or "Board," shall mean and refer to the duly elected Board of Directors of the Association. The board may only act by a majority vote of the quorum.

Section 9: A quorum of the board of directors shall be a simple majority of the existing board members at the time of any action by the board.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots for the benefit of all Owners and lots. These covenants are imposed upon DECLARANT and upon the Owners of all lots. The covenants are for the benefits of all lots, and

shall bind the Owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original Owner of each Lot, but also any successors and/or assigns of the original Owner of each Lot. All such covenants are intended as and are hereby declared to be covenants running with the land or an equitable servitude upon the land, as the case may be.

ARTICLE III

CONSTRUCTION

Section 1. ARCHITECTURAL CONTROL COMMITTEE: There shall be a standing Architectural Control Committee (ACC) for the Association consisting of two (2) members appointed by the Board of Directors. At such time as 90% of the lots are sold by the Declarant, the ACC may be expanded to three members. The committee members will serve at the pleasure of the Board of Directors. Any member of the Board of Directors may be appointed to serve on the committee the same as any other member. Once appointed, a Board member's appointment shall not depend on continued membership on the Board of Directors. Except for reimbursement of reasonable and necessary expenses incurred by or for a member of the committee, neither the members of the committee nor its designated representatives shall be entitled to any compensation of any kind for services performed pursuant to these covenants.

(a) APPROVAL OF BUILDING PLANS REQUIRED; PAINTING: No improvements of any kind, including but not limited to painting, permanent buildings, fences, or enclosures, shall be done, erected, placed, or altered on any lot until construction plans and specifications and a plot plan showing the location of the structure has been approved by the ACC. The decision of the ACC shall be final.

(b) FAILURE OF COMMITTEE TO ACT: In the event the committee fails to act within forty-five (45) days after plans, specifications, and plot plans have been properly submitted, such plans will be considered to be approved and in compliance with these covenants.

(c) CHANGES OF BUILDING PLANS: Once plans are approved, any and all changes to approved plans must be subsequently approved by the ACC.

Section 2: RESIDENTIAL CONSTRUCTION: All residential construction shall be new. The structure must be constructed on a permanent concrete foundation. All principal dwellings shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, and garage of 1,000 square feet except that where the said principal dwelling is a 1 ½ or 2 story dwelling, the minimum may be reduced to 900 square feet of ground floor area, provided that the total living area of the 1½ or 2 story dwelling is not less than 1,200 square feet of finished construction.

Section 3: FENCES: No fencing may be installed or erected without prior approval from the ACC. No fencing of any type is to be installed in the front yard area of a Lot. All fences must be constructed of materials typically designed and manufactured for use as residential fencing. All fences may not exceed forty-eight inches (48") in height. Replacement of any existing non-conforming fence must be in accordance with these covenants.

Section 4: OUTBUILDINGS:

(a) One outbuilding shall be allowed with a sidewall height no greater than 72 inches as measured from undisturbed ground level immediately adjacent to the foundation to the point where the vertical wall meets the eave.

(b) All outbuildings must be approved by the ACC.

Section 5: TIME LIMITS: All construction must be completed within 365 days after construction is approved.

ARTICLE IV

USE OF RESIDENTIAL LOTS

Section 1: USE: Each lot within the Properties, shall be constructed, improved, used and occupied in accordance with all zoning regulations, building codes and other applicable county and municipal ordinances and state laws in effect on the date that construction, improvements, use or occupation begins.

Section 2: GENERAL RESTRICTIONS:

(a) All lots will be maintained to present a neat, uncluttered and orderly appearance.

(b) No clotheslines may be installed or used on any lot.

(c) All lot owners throughout the summer shall maintain and control their lawns, trees, shrubbery and other vegetation on the lot to minimize fire hazards and to maintain a neat appearance. In the event of an owner's failure to do so, the Board of Directors or its agent may notify the lot owner of the infraction and direct the owner to comply within ten (10) days of receipt of the notice. If an owner fails to comply within the time provided the board shall be authorized to arrange for commercial maintenance. All costs incurred shall be chargeable to the lot owner and shall be a lien against the lot as provided in ARTICLE VI, Section 1 below.

Section 3: PETS AND OTHER ANIMALS: The term "usual and ordinary household pet" shall mean dogs and cats, as well as birds, gerbils, guinea pigs, and other small animals customarily kept in cages or tanks inside a residence. Notwithstanding the fact that dogs are allowed, no Owner shall have a Pitbull or other breed of vicious dog under any circumstances as one of the allowed pets on a Lot. No more than three usual and ordinary household pets may be kept outside of a residence

at any time. No other animals, livestock, swine, birds or poultry shall be brought within the Properties or be kept on any lot. No animals may be kept, bred, or maintained on any lot for any commercial purpose. All dogs must be under control at all times. All pets must be maintained and controlled so as to not create a nuisance or health hazard to any Owner or any other person. All Owners will be responsible for maintaining and keeping their pets in compliance with the animal control regulations of the City of Gillette, Campbell County and the State of Wyoming.

Section 4: COMMERCIAL USE: No part of the residential Properties shall be used or caused to be used for any commercial use including, but not limited to, manufacturing, warehousing, storage of merchandise, vending business, stores, shops, repair shops, storage or repair, garages, restaurants, and other non-residential activity.

Home based occupations such as Mary Kay, Avon, Tupperware, internet based businesses and other similar part time and full time occupations which do not offer products to, or solicit, walk-in customers and which do not otherwise impact nearby residences in terms of traffic flow, parking, and other congestion in the properties shall not be prohibited. Only two garage sales (over a maximum period of four days) shall be permitted on a Lot during a calendar year.

Section 5: SIGNS: Signs advertising commercial activity shall not be placed on any lot at any time. Other signs not exceeding 18" by 24" in size such as "For Sale" signs, name and address signs identifying the residents of the lot, and political campaign signs and posted in accordance with local laws and regulations may be placed on a lot. Political campaign signs shall be removed promptly after the election.

Section 6: OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence.

Section 7: DRILLING: No oil, gas, coalbed methane, coal or uranium extraction, or development, refining, quarrying, or related operations of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within 500 feet below the surface of the Properties. No derrick or other structures designed for use in boring for oil, gas, coal, coalbed methane or uranium shall be erected, maintained or permitted upon any Lot.

Section 8: TRASH COLLECTION:

(a) All rubbish, trash and garbage shall be regularly removed from each lot and shall not be allowed to accumulate. The City of Gillette and/or the Association shall be responsible for arranging for pickup and removal of garbage. Refuse containers and storage areas must be obscured from view from the street on which the residence is located. All garbage, refuse, and trash shall, to the extent possible, be placed in closed garbage bags of plastic or other suitable material to minimize the chance of it being blown out of or away from trash containers. All refuse containers placed at roadside for scheduled trash pickup shall be removed from the roadside within twenty-four (24) hours of trash pickup. Notwithstanding paragraph (d) below any containers remaining on the roadside after 24 hours may be removed and disposed of at the direction of the Board of Directors.

(b) No unlicensed, inoperative, dismantled, or wrecked vehicles, or parts of vehicles, machinery, discarded materials, furniture, or other household fixtures or furnishings of any kind which is inconsistent with outside residential use, shall be kept on any lot unless contained in an enclosed building.

(c) In the event of a violation of these provisions the Board of Directors or its agent may notify the Owner of the infraction and direct the owner to comply within ten (10) days of receipt of the notice. If an Owner fails to comply within the time provided, the board shall be authorized to

arrange for commercial removal of the offending materials. All costs incurred shall be chargeable to the lot owner and shall be a lien against the lot as provided in ARTICLE VI, Section 1 below.

(d) No burning of trash, rubbish, or garbage will be permitted on any lot.

Section 9: OFFENSIVE ACTIVITY: No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance in the neighborhood.

Section 10: VEHICLES AND TRAILERS:

(a) Vehicles and trucks: Except as otherwise provided in these covenants, only licensed and registered passenger vehicles and trucks not larger than a one (1) ton pickup may be kept on any lot. Construction equipment, earth moving trucks or equipment, tractor-trailer units or any part thereof, and other heavy vehicles and machinery may not be kept on any lot.

Exceptions:

(1) Parking and use of commercial trucks and equipment is permitted on a lot when construction on the lot is actually in progress or repairs to the home are being made and requires the immediate use of such vehicles.

(2) With the consent of the Board of Directors snow removal equipment may be kept on a lot during the winter months.

(b) Recreational Vehicles:

No Recreation Vehicles shall be parked within the subdivision except as follows:

1) For loading and unloading for a maximum period of 24 hours.

2) In the residential garage. The garage door must be closed if the Recreational Vehicle is to be kept in the garage.

The term "Recreational Vehicle" shall mean recreational vehicles such as motor homes, 5th wheel and conventional hitch camper travel trailers, pickup campers whether mounted or not, boats, motorcycles, snow machines, all terrain vehicles, and other off road vehicles and water craft typically used for recreational purposes. The term Recreational Vehicle shall also include trailers intended to transport a Recreational Vehicle, horse trailers not larger than four-horse capacity, and utility trailers whether or not used to transport Recreational Vehicles.

Section 11: INTERPRETATION, DISPUTES, TEMPORARY DEVIATION:

(a) The Board of Directors shall be the final authority on questions of interpretation of these covenants or disputes among members arising under these covenants.

(b) The Board of Directors shall have the authority to consider and allow, on a case-by-case basis, temporary deviations from these covenants concerning matters which were not or could not be anticipated at the time these covenants were adopted.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. When more than one person holds an ownership interest in any Lot, all such persons shall be members.

Section 2: The votes associated with each Lot shall be as follows:

(a) Class A Members. So long as Declarant own at least five (5) Lots, Declarant shall be the only entity having a vote on matters relating to this Declaration or the Property.

(b) Class B Members. All other members shall be Class B Members and shall not be entitled to vote on any matters relating to this Declaration or the Property.

At such time as Declarant owns less than five (5) Lots, all Lots shall be considered as being owned by Class A Members for voting purposes relating to this Declaration or Property. At such time, each Lot shall be entitled to one vote to be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event a corporation is the owner of a lot, the corporation shall only be entitled to one vote per lot, notwithstanding the number of stockholders in a corporation.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: CREATION OF LIEN: PERSONAL OBLIGATION: Each owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual, or more frequent if necessary for operating reasons, assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, (3) the reasonable expenses incurred by the Association to remove trash, and overgrown grass, shrubbery, or any other vegetation which has been allowed to accumulate on any lot, and (4) any other expenses for the benefit of College Park which is approved by the Board. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person(s) or entity that was the Owner of such property at the time when the assessment became due.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, amenities, appearance of the subdivision, and the health, safety, and welfare of the residents.

Section 3: ANNUAL ASSESSMENT: The annual assessment for all lots shall be the amount established as of the date these revised covenants are accepted. The Board of Directors may increase the annual assessment not more than fifteen percent (15%) above the assessment for the previous year without a vote of the those entitled to cast ballots pursuant to this Declaration. The annual assessment may be increased above fifteen percent (15%) by a vote of fifty (50%) of the members, who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only. Any such assessment must have the assent of at least fifty (50%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: NOTICE AND QUORUM REQUIRED: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, a quorum shall exist when the membership votes present, together with proxies of absent members entitled to vote, equals fifty percent (50%) of the total voting membership. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement. A quorum at a second or subsequent meeting shall exist when those members present, together with proxies of absent members entitled to vote, equals twenty five percent (25%) of the total voting membership. No such subsequent meeting shall be held less than sixty (60) days following the preceding meeting.

Section 6: RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all duplex Lots and at a uniform rate for all single family lots may be collected on a quarterly or annual basis.

Section 7: DATES OF ANNUAL ASSESSMENTS, DUE DATES: 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. If there is a change in the assessment, a written notice of the change in the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors, and unless otherwise provided, the Association or its assigns shall collect the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment indicated on the certificate.

Section 8: EFFECT OF NONPAYMENT OF ASSESSMENT – REMEDIES:

(a) Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "Late Charge" in a sum to be determined by the Association, but not to exceed ten dollars ($10.00) per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

(b) Creation of Lien: The amount of all delinquent regular and special assessments plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including costs and reasonable attorney's fees, shall be and become a lien upon the lot so assessed. The lien shall attach to the Lot as of the time the Association causes to be recorded in

the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

1. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration.

2. The name of the Owner of record or reputed Owner of the Lot.

3. A description the lot against which the lien has been assessed.

The notice shall be signed by two board members of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the Lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase.

(c) Curing of Default: Upon the timely curing of any default for which a notice of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of the lien. A curing shall occur upon payment by the defaulting Owner, an amount to be determined by the Association, which amount shall not exceed

the amount of deficiency, accrued interest and all costs and attorney fees incurred relating to the filing and release of the lien.

(d) Cumulative Remedies: The assessment lien and the right to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 9: INSURANCE ASSESSMENTS:

The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain property, liability and such other insurance as is deemed necessary for the buildings and improvements subject to the jurisdiction of the Association. The insurance shall be in an amount sufficient to cover the full replacement cost of any repair or construction work in the event of damage or destruction from any insured hazard. Premiums for all such insurance shall be paid by the Board of Directors for the Homeowner's Association from funds collected through the annual assessment.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors.

ARTICLE VII

GENERAL PROVISIONS

Section 1: ENFORCEMENT:

(a) The Association, or any Owner, shall have the right to enforce, by any proceeding of law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Prior to filing a private legal action to enforce any provision of these covenants, an owner shall first bring the matter to the attention of the Board of Directors and shall give the Board a reasonable opportunity to investigate and resolve the matter complained of by the owner.

Section 2: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: AMENDMENT: The covenants and restrictions of the Declaration shall run with and bind the land from the date this amended Declaration is recorded. This Declaration may be amended by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment to these covenants must be recorded in the real property records of Campbell County, Wyoming.

Section 4: APPLICATION OF GILLETTE CITY ORDINANCES. In the event that a conflict arises between the application or wording of these Covenants, Conditions and Restrictions and the Ordinances of the City of Gillette, the more restrictive Covenant, Condition, Restriction OR Ordinance shall apply in order to meet the intended purposes of this Declaration.

COLLEGE PARK II, LLC
WORKFORCE HOUSING, LLC, MANAGER

BY: Richard Norris,
Co-Manager of Workforce Housing, LLC

Richard C. Norris

Subscribed and sworn to before me by Richard Norris, in his capacity as Co-Manager of Workforce Housing, LLC, the manager of College Park II, LLC, Declarant, on this 1st day of January, 2006.

WITNESS my hand and official seal.

Sylvia K Mansfering
Notary Public

My commission expires:

SYLVIA K. MANSFERING - NOTARY
COUNTY OF CAMPBELL
STATE OF WYOMING
My Commission Expires 2-21-07

STATE OF WYOMING
Campbell County } ss.

Filed for record this 10th day of February A.D. 2006 at 3:10 o'clock P M. and recorded in Book 2129 of Photos on page 326-341 Fees $ 53.00 BK 3630

Sheri Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Diane Hackett

Book 2193 of Photos, Page 196

878656

AMENDMENT TO COLLEGE PARK DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned are the owners of certain real property located in Campbell County, Wyoming and described as: **College Park, Phase I, according to the official plat thereof**, and Recorded at 8 Plats, Page 108, Campbell County, Wyoming, (hereinafter "Phase I" or "Property"); and,

WHEREAS, the undersigned wish to provide for the use, enjoyment and development of the Property as well as to maintain the values of the Property and improvements located and to protect the owners, their heirs, successors and assigns from the offensive activities of other owners; and,

WHEREAS, this Amendment is adopted by the requisite number of owners of Lots in the Subdivision and is intended to replace the original covenants recorded at Book 2129 Page 326 in the Office of the County Clerk, Campbell County, Wyoming in their entirety.

WHEREAS, IT IS SPECIFICALLY INTENDED that the Covenants, Conditions and Restrictions shall constitute Covenants, Conditions and Restrictions that shall run with the Property and be binding on all current and future owners of the Property, as well as all assigns and successors of current and future owners.

ARTICLE I

DEFINITIONS

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committee, neither the members of the committee nor its designated representatives shall be entitled to any compensation of any kind for services performed pursuant to these covenants.

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(b) FAILURE OF COMMITTEE TO ACT: In the event the committee fails to act within forty-five (45) days after plans, specifications, and plot plans have been properly submitted, such plans will be considered to be approved and in compliance with these covenants.

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Section 3: FENCES: No fencing may be installed or erected without prior approval from the ACC. No fencing of any type is to be installed in the front yard area of a Lot. All fences must be constructed of materials typically designed and manufactured for use as residential fencing. Chain link fencing is specifically prohibited. All fences may not exceed

sixty inches (60") in height, except for the 72" privacy fence between the duplex lots to allow egress from the bedroom window. Replacement of any existing non-conforming fence must be in accordance with these covenants.

Section 4: OUTBUILDINGS:

(a) One outbuilding shall be allowed with a sidewall height no greater than 72 inches as measured from undisturbed ground level immediately adjacent to the foundation to the point where the vertical wall meets the eave.

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(a) All lots will be maintained to present a neat, uncluttered and orderly appearance.

(b) No clotheslines may be installed or used on any lot.

(c) All lot owners throughout the summer shall maintain and control their lawns, trees, shrubbery and other vegetation on the lot to minimize fire hazards and to maintain a neat appearance. In the event of an owner's failure to do so, the Board of Directors or its agent may notify the lot owner of the infraction and direct the owner to comply within ten (10) days of

receipt of the notice. If an owner fails to comply within the time provided the board shall be authorized to arrange for commercial maintenance. All costs incurred shall be chargeable to the lot owner and shall be a lien against the lot as provided in ARTICLE VI, Section 1 below.

Section 3: PETS AND OTHER ANIMALS: The term "usual and ordinary household pet" shall mean dogs and cats, as well as birds, gerbils, guinea pigs, and other small animals customarily kept in cages or tanks inside a residence. Notwithstanding the fact that dogs are allowed, no Owner shall have a Pitbull or other breed of vicious dog under any circumstances as one of the allowed pets on a Lot. No more than three usual and ordinary household pets may be kept outside of a residence at any time. The maximum number of dogs permitted to be kept on a Lot is two. No other animals, livestock, swine, birds or poultry shall be brought within the Properties or be kept on any lot. No animals may be kept, bred, or maintained on any lot for any commercial purpose. All dogs must be under control at all times. All pets must be maintained and controlled so as to not create a nuisance or health hazard to any Owner or any other person. Owners are responsible for cleaning up after their pets. All Owners will be responsible for maintaining and keeping their pets in compliance with the animal control regulations of the City of Gillette, Campbell County and the State of Wyoming.

Section 4: COMMERCIAL USE: No part of the residential Properties shall be used or caused to be used for any commercial use including, but not limited to, manufacturing, warehousing, storage of merchandise, vending business, stores, shops, repair shops, storage or repair, garages, restaurants, and other non-residential activity.

Home based occupations which do not offer products to, or solicit, walk-in customers and which do not otherwise impact nearby residences in terms of traffic flow, parking, and other

congestion in the properties shall not be prohibited. Only two garage sales (over a maximum period of four days) shall be permitted on a Lot during a calendar year.

Section 5: SIGNS: Signs advertising commercial activity shall not be placed on any lot at any time. Other signs not exceeding 18" by 24" in size such as "For Sale" signs, name and address signs identifying the residents of the lot, and political campaign signs and posted in accordance with local laws and regulations may be placed on a lot. Political campaign signs shall be removed promptly after the election.

Section 6: OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence.

Section 7: DRILLING: No oil, gas, coalbed methane, coal or uranium extraction, or development, refining, quarrying, or related operations of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within 500 feet below the surface of the Properties. No derrick or other structures designed for use in boring for oil, gas, coal, coalbed methane or uranium shall be erected, maintained or permitted upon any Lot.

Section 8: TRASH COLLECTION:

(a) All rubbish, trash and garbage shall be regularly removed from each lot and shall not be allowed to accumulate. The City of Gillette and/or the Association shall be responsible for arranging for pickup and removal of garbage. Refuse containers and storage areas must be obscured from view from the street on which the residence is located. All garbage, refuse, and trash shall, to the extent possible, be placed in closed garbage bags of plastic or other suitable material to minimize the chance of it being blown out of or away from trash containers. All

refuse containers placed at roadside for scheduled trash pickup shall be removed from the roadside within twenty-four (24) hours of trash pickup. Notwithstanding paragraph (d) below any containers remaining on the roadside after 24 hours may be removed and disposed of at the direction of the Board of Directors.

(b) No unlicensed, inoperative, dismantled, or wrecked vehicles, or parts of vehicles, machinery, discarded materials, furniture, or other household fixtures or furnishings of any kind which is inconsistent with outside residential use, shall be kept on any lot unless contained in an enclosed building.

(c) In the event of a violation of these provisions the Board of Directors or its agent may notify the Owner of the infraction and direct the owner to comply within ten (10) days of receipt of the notice. If an Owner fails to comply within the time provided, the board shall be authorized to arrange for commercial removal of the offending materials. All costs incurred shall be chargeable to the lot owner and shall be a lien against the lot as provided in ARTICLE VI, Section 1 below.

(d) No burning of trash, rubbish, or garbage will be permitted on any lot.

Section 9: OFFENSIVE ACTIVITY: No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance in the neighborhood.

Section 10: VEHICLES AND TRAILERS:

(a) Vehicles and trucks: Except as otherwise provided in these covenants, only licensed and registered passenger vehicles and trucks not larger than a one (1) ton pickup may be kept on any lot. Construction equipment, earth moving trucks or equipment, tractor-trailer units or any part thereof, and other heavy vehicles and machinery may not be kept on any Lot.

Exceptions:

(1) Parking and use of commercial trucks and equipment is permitted on a lot when construction on the Lot is actually in progress or repairs to the home are being made and requires the immediate use of such vehicles.

(2) With the consent of the Board of Directors snow removal equipment may be kept on a lot during the winter months.

(b) Recreational Vehicles:

No Recreation Vehicles shall be parked within the subdivision except as follows:

1) For loading and unloading for a maximum period of 24 hours.

2) In the residential garage. The garage door must be closed if the Recreational Vehicle is to be kept in the garage.

The term "Recreational Vehicle" shall mean recreational vehicles such as motor homes, 5th wheel and conventional hitch camper travel trailers, pickup campers whether mounted or not, boats, motorcycles, snow machines, all terrain vehicles, and other off road vehicles and water craft typically used for recreational purposes. The term Recreational Vehicle shall also include trailers intended to transport a Recreational Vehicle, horse trailers, and utility trailers whether or not used to transport Recreational Vehicles.

Section 11: All water charges associated with 102 College Park Circle will be paid by the Association as consideration for providing water to the entry way common area to the subdivision.

Section 12: INTERPRETATION, DISPUTES, TEMPORARY DEVIATION:

(a) The Board of Directors shall be the final authority on questions of interpretation of these covenants or disputes among members arising under these covenants.

(b) The Board of Directors shall have the authority to consider and allow, on a case-by-case basis, temporary deviations from these covenants concerning matters which were not or could not be anticipated at the time these covenants were adopted.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. When more than one person holds an ownership interest in any Lot, all such persons shall be members.

Section 2: The votes associated with each Lot shall be as follows:

(a) Class A Members. So long as Declarant own at least five (5) Lots, Declarant shall be the only entity having a vote on matters relating to this Declaration or the Property.

(b) Class B Members. All other members shall be Class B Members and shall not be entitled to vote on any matters relating to this Declaration or the Property.

At such time as Declarant owns less than five (5) Lots, all Lots shall be considered as being owned by Class A Members for voting purposes relating to this Declaration or Property. At such time, each Lot shall be entitled to one vote to be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event a corporation is the owner of a lot, the corporation shall only be entitled to one vote per lot, notwithstanding the number of stockholders in a corporation.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: CREATION OF LIEN: PERSONAL OBLIGATION: Each owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual, or more frequent if necessary for operating reasons, assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, (3) the reasonable expenses incurred by the Association to remove trash, and overgrown grass, shrubbery, or any other vegetation which has been allowed to accumulate on any lot, and (4) any other expenses for the benefit of College Park which is approved by the Board. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person(s) or entity that was the Owner of such property at the time when the assessment became due.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, amenities, appearance of the subdivision, and the health, safety, and welfare of the residents.

Section 3: ANNUAL ASSESSMENT: The annual assessment for all lots shall be the amount established as of the date these revised covenants are accepted. The Board of Directors may increase the annual assessment not more than fifteen percent (15%) above the assessment for the previous year without a vote of those entitled to cast ballots pursuant to this Declaration. The annual assessment may be increased above fifteen percent (15%) by a vote of fifty one per

cent (51%) or more of the members, who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only. Any such assessment must have the assent of at least fifty one percent (51%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: NOTICE AND QUORUM REQUIRED: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, a quorum shall exist when the membership votes present, together with proxies of absent members entitled to vote, equals fifty percent (50%) of the total voting membership. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement. A quorum at a second or subsequent meeting shall exist when those members present, together with proxies of absent members entitled to vote, equals twenty five percent (25%) of the total voting membership. No such subsequent meeting shall be held less than sixty (60) days following the preceding meeting.

Section 6: RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all duplex Lots and at a uniform rate for all single family lots may be collected on a quarterly or annual basis.

Section 7: DATES OF ANNUAL ASSESSMENTS, DUE DATES: 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. If there is a change in the assessment, a written

notice of the change in the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors, and unless otherwise provided, the Association or its assigns shall collect the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment indicated on the certificate.

Section 8: EFFECT OF NONPAYMENT OF ASSESSMENT – REMEDIES:

(a) Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "Late Charge" in a sum to be determined by the Association, but not to exceed ten dollars ($10.00) per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

(b) Creation of Lien: The amount of all delinquent regular and special assessments plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including costs and reasonable attorney's fees, shall be and become a lien upon the lot so assessed. The lien shall attach to the Lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

1. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration.

2. The name of the Owner of record or reputed Owner of the Lot.

3. A description the lot against which the lien has been assessed.

The notice shall be signed by two board members of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the Lot after the recording of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase.

(c) Curing of Default: Upon the timely curing of any default for which a notice of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of the lien. A curing shall occur upon payment by the defaulting Owner, an amount to be determined by the Association, which amount shall not exceed the amount of deficiency, accrued interest and all costs and attorney fees incurred relating to the filing and release of the lien.

(d) Cumulative Remedies: The assessment lien and the right to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 9: INSURANCE ASSESSMENTS:

The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain property, liability and such other insurance as is deemed necessary for the buildings and improvements subject to the jurisdiction of the Association. The insurance shall be in an amount sufficient to cover the full replacement cost of any repair or construction work in the event of damage or destruction from any insured hazard. Premiums for all such insurance shall be paid by the Board of Directors for the Homeowner's Association from funds collected through the annual assessment.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors.

ARTICLE VII

GENERAL PROVISIONS

Section 1: ENFORCEMENT:

(a) The Association, or any Owner, shall have the right to enforce, by any proceeding of law or in equity, all restrictions, conditions, covenants, reservations, liens fines and charges as

well as assess costs of collection including attorney fees, now or hereinafter imposed by the provisions of this Declaration, the Bylaws of the Association or the Board of Directors of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Prior to filing a private legal action to enforce any provision of these covenants, an owner shall first bring the matter to the attention of the Board of Directors and shall give the Board a reasonable opportunity to investigate and resolve the matter complained of by the owner.

Section 2: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: AMENDMENT: The covenants and restrictions of the Declaration shall run with and bind the land from the date this amended Declaration is recorded. This Declaration may be amended by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment to these covenants must be recorded in the real property records of Campbell County, Wyoming.

Section 4: **APPLICATION OF GILLETTE CITY ORDINANCES**. In the event that a conflict arises between the application or wording of these Covenants, Conditions and Restrictions and the Ordinances of the City of Gillette, the more restrictive Covenant, Condition, Restriction OR Ordinance shall apply in order to meet the intended purposes of this Declaration.

COLLEGE PARK II, LLC
WORKFORCE HOUSING, LLC, MANAGER

BY: Richard Norris,
Co-Manager of Workforce Housing, LLC
Richard C. Norris

Subscribed and sworn to before me by Richard Norris, in his capacity as Co-Manager of Workforce Housing, LLC, the manager of College Park II, LLC, Declarant, on this 19th day of September, 2006.

WITNESS my hand and official seal.

Notary Public
Mary E Conrardy

My commission expires:
8-19-09

MARY E. CONRARDY NOTARY PUBLIC STATE OF COLORADO
MY COMM. EXPIRES 8-19-09

STATE OF WYOMING } ss.
Campbell County

Filed for record this 27th day of September A.D., 2006 at 8:30 o'clock A. M. and recorded in Book 2193 of Photos on page 196-212 Fees $ 56.00

RECORDED
ABSTRACTED
INDEXED
CHECKED

Susan Saunders 878656
County Clerk and Ex-Officio Register of Deeds
By Deputy Cheilia M Snider

17

891681

AMENDMENT TO COLLEGE PARK DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned are the owners of certain real property located in Campbell County, Wyoming and described as: **College Park, Phase I, according to the official plat thereof**, (hereinafter "Phase I" or "Property"); and,

WHEREAS, the undersigned wish to provide for the use, enjoyment and development of the Property as well as to maintain the values of the Property and improvements located and to protect the owners, their heirs, successors and assigns from the offensive activities of other owners; and,

WHEREAS, this Amendment is adopted by the requisite number of owners of Lots in the Subdivision and is intended to replace the original covenants recorded at Book 2129, Page 326, and amended on 19 September 2006 and recorded at Book 2193, page 196 in the Office of the County Clerk, Campbell County, Wyoming in their entirety.

WHEREAS, IT IS SPECIFICALLY INTENDED that the Covenants, Conditions and Restrictions shall constitute Covenants, Conditions and Restrictions that shall run with the Property and be binding on all current and future owners of the Property, as well as all assigns and successors of current and future owners.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to College Park Home Owners Association, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to the real property described in the Declaration of Covenants, Conditions, and Restrictions for Phase I as well as any additions to the property that may be brought within the jurisdiction of the Association.

Section 4: "Declarant" shall mean and refer to College Park II, LLC, or its successors or assigns.

Section 5: "Member" shall mean and refer to every person or entity that holds membership in the Association.

Section 6: "Lots" shall mean or refer to any lot upon which a single family or duplex home has been or is to be constructed.

Section 7: The term "covenants", shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 8: The term "Board of Directors" or "Board," shall mean and refer to the duly elected Board of Directors of the Association. The board may only act by a majority vote of the quorum.

Section 9: A quorum of the board of directors shall be a simple majority of the existing board members at the time of any action by the board.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots for the benefit of all Owners and lots. These covenants are imposed upon DECLARANT and upon the Owners of all lots. The covenants are for the benefits of all lots, and shall bind the Owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original Owner of each Lot, but also any successors and/or assigns of the original Owner of each Lot. All such covenants are intended as and are hereby declared to be covenants running with the land or an equitable servitude upon the land, as the case may be.

ARTICLE III

CONSTRUCTION

Section 1. ARCHITECTURAL CONTROL COMMITTEE: There shall be a standing Architectural Control Committee (ACC) for the Association consisting of three (3) members appointed by the Board of Directors. The committee members will serve at the pleasure of the Board of Directors. Any member of the Board of Directors may be appointed to serve on the committee the same as any other member. Once appointed, a Board member's appointment shall not depend on continued membership on the Board of Directors. Except for reimbursement of reasonable and necessary expenses incurred by or for a member of the committee, only the outside independent members of the committee shall be entitled to

reasonable compensation for services performed pursuant to these covenants. The Architectural Control Committee shall meet the 1st Thursday of every month.

(a) APPROVAL OF BUILDING PLANS REQUIRED: No improvements of any kind, including but not limited to permanent buildings, fences, painting, or enclosures, shall be done, erected, placed, or altered on any lot until construction plans and specifications and a plot plan showing the location of the structure has been approved by the ACC. The decision of the ACC shall be final. Plans for each home shall be submitted with the actual colors and sample materials to be used. Design guidelines are provided for your assistance.

(b) FAILURE OF COMMITTEE TO ACT: In the event the committee fails to act within forty-five (45) days after plans, specifications, and plot plans have been properly submitted, such plans will be considered to be approved and in compliance with these covenants.

(c) CHANGES OF BUILDING PLANS: Once plans are approved, any and all changes to approved plans must be subsequently approved by the ACC.

(d) LANDSCAPING: Landscaping is very important to the ACC. All landscape plans shall be presented and approved by the ACC along with the construction plans and elevations for each home. Each front and side yard and a rear yard exposed to a public street and/or any neighborhood park must be sodded or hydro-seeded and maintained with an underground sprinkler system. Single family homes shall plant a minimum of three (3) trees in the front or side yard. Each Duplex unit shall plant a minimum of two trees in the front or side yard of the unit. All of these requirements must be completed no later than 9 months after occupancy. These requirements are the responsibility of the building contractor that originally constructs the housing units and must be written in the building contract. The Declarant will not

accept the passing of this responsibility for the initial landscaping to the homebuyer. The maintenance of the landscaping will be the responsibility of the homebuyer.

(e) EXTERIOR. The exterior of the home must be brick, stucco, stone, synthetic stone or a high quality siding material such as Hardiboard. Vinyl, metal or Masonite siding will not be allowed. If brick, stucco or stone is used a minimum of 40% of the front of the house must be covered and wrapped 2 ft. minimum on each side elevation. Large front porches are encouraged. Roof pitch must be 6/12 or greater and roofing material must be a minimum of 30 year architectural asphalt shingles.

Section 2: RESIDENTIAL CONSTRUCTION: All residential construction shall be new. The structure must be constructed on a permanent concrete foundation. All duplex units shall have a minimum fully enclosed main floor area devoted to living purposes, exclusive of porches, terraces, and garage of 1,100 square feet. All single family principal dwellings shall have a minimum fully enclosed main floor area devoted to living purposes, exclusive of porches, terraces and garage of 1400 square feet except where the said principal dwelling is a 1 ½ or 2 story dwelling, the minimum may be reduced to 1000 square feet of ground floor area, provided that the total living area of the 1½ or 2 story dwelling is not less than 1,400 square feet of finished construction.

Section 3: FENCES: No fencing may be installed or erected without prior approval from the ACC. No fencing of any type is to be installed in the front yard area of a Lot. All fences must be constructed of materials typically designed and manufactured for use as residential fencing. Chain link fencing is specifically prohibited. All fences may not exceed sixty inches (60") in height, except for the 72" privacy fence between the duplex lots to allow

egress from the bedroom window. Replacement of any existing non-conforming fence must be in accordance with these covenants.

Section 4: OUTBUILDINGS:

(a) One outbuilding shall be allowed with a sidewall height no greater than 72 inches as measured from undisturbed ground level immediately adjacent to the foundation to the point where the vertical wall meets the eave.

(b) All outbuildings must be approved by the ACC. Exterior materials for the outbuilding shall be constructed utilizing the same materials as the principal dwelling. If painted, the outbuilding shall be the same color as the principal dwelling.

Section 5: TIME LIMITS: All construction must be completed within 365 days after construction is approved.

ARTICLE IV

USE OF RESIDENTIAL LOTS

Section 1: USE: Each lot within the Property, shall be constructed, improved, used and occupied in accordance with all zoning regulations, building codes and other applicable county and municipal ordinances and state laws in effect on the date that construction, improvements, use or occupation begins.

Section 2: GENERAL RESTRICTIONS:

(a) All lots will be maintained to present a neat, uncluttered and orderly appearance.

(b) No clotheslines may be installed or used on any lot.

(c) All lot owners throughout the summer shall maintain and control their lawns, trees, shrubbery and other vegetation on the lot to minimize fire hazards and to maintain a neat

appearance. In the event of an owner's failure to do so, the Board of Directors or its agent may notify the lot owner of the infraction and direct the owner to comply within ten (10) days of receipt of the notice. If an owner fails to comply within the time provided the board shall be authorized to arrange for commercial maintenance. All costs incurred shall be chargeable to the lot owner and shall be a lien against the lot as provided in ARTICLE VI, Section 1 below.

Section 3: PETS AND OTHER ANIMALS: The term "usual and ordinary household pet" shall mean dogs and cats, as well as birds, gerbils, guinea pigs, and other small animals customarily kept in cages or tanks inside a residence. Notwithstanding the fact that dogs are allowed, no Owner shall have a Pitbull or other breed of vicious dog under any circumstances as one of the allowed pets on a Lot. No more than three usual and ordinary household pets may be kept outside of a residence at any time. The maximum number of dogs permitted to be kept on a Lot is two. No other animals, livestock, swine, birds or poultry shall be brought within the Properties or be kept on any lot. No animals may be kept, bred, or maintained on any lot for any commercial purpose. All dogs must be under control at all times. All pets must be maintained and controlled so as to not create a nuisance or health hazard to any Owner or any other person. Owners are responsible for cleaning up after their pets. All Owners will be responsible for maintaining and keeping their pets in compliance with the animal control regulations of the City of Gillette, Campbell County and the State of Wyoming.

Section 4: COMMERCIAL USE: No part of the residential Properties shall be used or caused to be used for any commercial use including, but not limited to, manufacturing, warehousing, storage of merchandise, vending business, stores, shops, repair shops, storage or repair, garages, restaurants, and other non-residential activity.

Home based occupations which do not offer products to, or solicit, walk-in customers and which do not otherwise impact nearby residences in terms of traffic flow, parking, and other congestion in the properties shall not be prohibited. Only two garage sales (over a maximum period of four days) shall be permitted on a Lot during a calendar year.

Section 5: SIGNS: Signs advertising commercial activity shall not be placed on any lot at any time. Other signs not exceeding 18" by 24" in size such as "For Sale" signs, name and address signs identifying the residents of the lot, and political campaign signs and posted in accordance with local laws and regulations may be placed on a lot. Political campaign signs shall be removed promptly after the election.

Section 6: OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence.

Section 7: DRILLING: No oil, gas, coalbed methane, coal or uranium extraction, or development, refining, quarrying, or related operations of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within 500 feet below the surface of the Properties. No derrick or other structures designed for use in boring for oil, gas, coal, coalbed methane or uranium shall be erected, maintained or permitted upon any Lot.

Section 8: TRASH COLLECTION:

(a) All rubbish, trash and garbage shall be regularly removed from each lot and shall not be allowed to accumulate. The City of Gillette and/or the Association shall be responsible for arranging for pickup and removal of garbage. Refuse containers and storage areas must be obscured from view from the street on which the residence is located. All garbage, refuse, and

trash shall, to the extent possible, be placed in closed garbage bags of plastic or other suitable material to minimize the chance of it being blown out of or away from trash containers. All refuse containers placed at roadside for scheduled trash pickup shall be removed from the roadside within twenty-four (24) hours of trash pickup. Notwithstanding paragraph (d) below any containers remaining on the roadside after 24 hours may be removed and disposed of at the direction of the Board of Directors.

(b) No unlicensed, inoperative, dismantled, or wrecked vehicles, or parts of vehicles, machinery, discarded materials, furniture, or other household fixtures or furnishings of any kind which is inconsistent with outside residential use, shall be kept on any lot unless contained in an enclosed building.

(c) In the event of a violation of these provisions the Board of Directors or its agent may notify the Owner of the infraction and direct the owner to comply within ten (10) days of receipt of the notice. If an Owner fails to comply within the time provided, the board shall be authorized to arrange for commercial removal of the offending materials. All costs incurred shall be chargeable to the lot owner and shall be a lien against the lot as provided in ARTICLE VI, Section 1 below.

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kept on any lot. Construction equipment, earth moving trucks or equipment, tractor-trailer units or any part thereof, and other heavy vehicles and machinery may not be kept on any Lot.

Exceptions:

(1) Parking and use of commercial trucks and equipment is permitted on a lot when construction on the Lot is actually in progress or repairs to the home are being made and requires the immediate use of such vehicles.

(2) Snow removal equipment may be kept on a lot during the winter months with the consent of the Board of Directors.

(b) Recreational Vehicles:

No Recreation Vehicles shall be parked within the subdivision except as follows:

1) For loading and unloading for a maximum period of 24 hours.

2) In the residential garage. The garage door must be closed if the Recreational Vehicle is to be kept in the garage.

The term "Recreational Vehicle" shall mean recreational vehicles such as motor homes, 5th wheel and conventional hitch camper travel trailers, pickup campers whether mounted or not, boats, motorcycles, snow machines, all terrain vehicles, and other off road vehicles and water craft typically used for recreational purposes. The term Recreational Vehicle shall also include trailers intended to transport a Recreational Vehicle, horse trailers, and utility trailers whether or not used to transport Recreational Vehicles.

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(a) The Board of Directors shall be the final authority on questions of interpretation of these covenants or disputes among members arising under these covenants.

(b) The Board of Directors shall have the authority to consider and allow, on a case-by-case basis, temporary deviations from these covenants concerning matters which were not or could not be anticipated at the time these covenants were adopted.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. When more than one person holds an ownership interest in any Lot, all such persons shall be members.

Section 2: The votes associated with each Lot shall be as follows:

(a) Class A Members. So long as Declarant own at least five (5) Lots, Declarant shall be the only entity having a vote on matters relating to this Declaration or the Property.

(b) Class B Members. All other members shall be Class B Members and shall not be entitled to vote on any matters relating to this Declaration or the Property.

At such time as Declarant owns less than five (5) Lots, all Lots shall be considered as being owned by Class A Members for voting purposes relating to this Declaration or Property. At such time, each Lot shall be entitled to one vote to be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event a corporation is the owner of a lot, the corporation shall only be entitled to one vote per lot, notwithstanding the number of stockholders in a corporation.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: CREATION OF LIEN: PERSONAL OBLIGATION: Each owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual, or more frequent if necessary for operating reasons, assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, (3) the reasonable expenses incurred by the Association to remove trash, and overgrown grass, shrubbery, or any other vegetation which has been allowed to accumulate on any lot, and (4) any other expenses for the benefit of College Park which is approved by the Board. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person(s) or entity that was the Owner of such property at the time when the assessment became due.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, amenities, appearance of the subdivision, and the health, safety, and welfare of the residents.

Section 3: ANNUAL ASSESSMENT: The annual assessment for all lots shall be the amount established as of the date these revised covenants are accepted. The Board of Directors may increase the annual assessment not more than fifteen percent (15%) above the assessment for the previous year without a vote of those entitled to cast ballots pursuant to this Declaration. The annual assessment may be increased above fifteen percent (15%) by a vote of fifty one per

cent (51%) or more of the members, who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only. Any such assessment must have the assent of at least fifty one percent (51%) of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: NOTICE AND QUORUM REQUIRED: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, a quorum shall exist when the membership votes present, together with proxies of absent members entitled to vote, equals fifty percent (50%) of the total voting membership. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement. A quorum at a second or subsequent meeting shall exist when those members present, together with proxies of absent members entitled to vote, equals twenty five percent (25%) of the total voting membership. No such subsequent meeting shall be held less than sixty (60) days following the preceding meeting.

Section 6: RATE OF ASSESSMENT: Both annual and special assessments shall be fixed at a uniform rate for all duplex Lots and at a uniform rate for all single family lots. The assessment may be collected on a quarterly or annual basis.

Section 7: DATES OF ANNUAL ASSESSMENTS, DUE DATES: 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. If there is a change in the assessment, a written

notice of the change in the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors, and unless otherwise provided, the Association or its assigns shall collect the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment indicated on the certificate.

Section 8: EFFECT OF NONPAYMENT OF ASSESSMENT – REMEDIES:

(a) Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "Late Charge" in a sum to be determined by the Association, but not to exceed ten dollars ($10.00) per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

(b) Creation of Lien: The amount of all delinquent regular and special assessments plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including costs and reasonable attorney's fees, shall be and become a lien upon the lot so assessed. The lien shall attach to the Lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

1. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration.

2. The name of the Owner of record or reputed Owner of the Lot.

3. A description the lot against which the lien has been assessed.

The notice shall be signed by two board members of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the Lot after the recording of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase.

(c) Curing of Default: Upon the timely curing of any default for which a notice of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of the lien. A curing shall occur upon payment by the defaulting Owner, an amount to be determined by the Association, which amount shall not exceed the amount of deficiency, accrued interest and all costs and attorney fees incurred relating to the filing and release of the lien.

(d) Cumulative Remedies: The assessment lien and the right to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, costs and attorney fees as above provided.

Section 9: INSURANCE ASSESSMENTS:

The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain property, liability and such other insurance as is deemed necessary for the buildings and improvements subject to the jurisdiction of the Association. The insurance shall be in an amount sufficient to cover the full replacement cost of any repair or construction work in the event of damage or destruction from any insured hazard. Premiums for all such insurance shall be paid by the Board of Directors for the Homeowner's Association from funds collected through the annual assessment.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors.

ARTICLE VII

GENERAL PROVISIONS

Section 1: ENFORCEMENT:

(a) The Association, or any Owner, shall have the right to enforce, by any proceeding of law or in equity, all restrictions, conditions, covenants, reservations, liens fines and charges as

well as assess costs of collection including attorney fees, now or hereinafter imposed by the provisions of this Declaration, the Bylaws of the Association or the Board of Directors of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) Prior to filing a private legal action to enforce any provision of these covenants, an owner shall first bring the matter to the attention of the Board of Directors and shall give the Board a reasonable opportunity to investigate and resolve the matter complained of by the owner.

Section 2: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: AMENDMENT: The covenants and restrictions of the Declaration shall run with and bind the land from the date this amended Declaration is recorded. This Declaration may be amended by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment to these covenants must be recorded in the real property records of Campbell County, Wyoming.

Section 4: APPLICATION OF GILLETTE CITY ORDINANCES. In the event that a conflict arises between the application or wording of these Covenants, Conditions and Restrictions and the Ordinances of the City of Gillette, the more restrictive Covenant, Condition, Restriction OR Ordinance shall apply in order to meet the intended purposes of this Declaration.

RECEIVED MAY 14 2007 CAMPBELL COUNTY CLERK

COLLEGE PARK II, LLC
WORKFORCE HOUSING, LLC, MANAGER

BY: Richard Norris,
Co-Manager of Workforce Housing, LLC

Richard C. Norris

Subscribed and sworn to before me by Richard Norris, in his capacity as Co-Manager of Workforce Housing, LLC, the manager of College Park II, LLC, Declarant, on this 27th day of April, 2007.

WITNESS my hand and official seal.

Notary Public

My commission expires: 8/22/2009

NOTARY PUBLIC STATE OF WYOMING

STATE OF WYOMING
Campbell County } ss.

Filed for record this 4th day of May A.D. 2007 at 4:16 o'clock P M. and recorded in Book 2256 of Photos on page 470-487 Fees $ 59.00

891681

County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Rosalee M Jorgensen