

499654

DISCLOSURE STATEMENT  
FOR  
HIGH COUNTRY ESTATES  
PHASE I

This disclosure statement has been prepared in an effort to provide general information to the Public related to the construction and maintenance of improvements and condition of services that are to be provided within this subdivision. This document shall be kept at the County Clerk's office and shall be available upon request to the Public. The developer is Shober Investments, Inc.

Detailed technical drawings and specifications for the improvements have been reviewed and approved by all applicable governmental agencies. All detailed technical information and design drawings are kept on file and may be reviewed by the Public at the County Engineer's office.

1. STREETS

The access roads within this subdivision will be constructed by the developer. The roadways will be graded to the alignment and cross-section as shown on the design drawings and will be scoria surfaced.

The right-of-way for the roads in this subdivision will be 60 feet and the width of the traveled surface will be 28 feet. These dimensions and construction details are less than County requirements for acceptance by the County for maintenance.

The maintenance of the roadways will be the responsibility of the Homeowners Association. The individual homeowner will be responsible for maintenance of and removal of snow from their respective approaches to the access roadway. The Homeowners Association will be responsible for snow removal from the access roadway. Access to this subdivision is gained off Interstate and Highway 90 at the Eight Mile Road Interchange. The maintenance and snow removal responsibility for this Highway lies with the State of Wyoming. Shober Road, a county road, and the maintenance of it is the County's responsibility.

2. WATER SUPPLY

There will be no public water supply system in this subdivision. It will be the responsibility of the individual homeowner to provide and maintain their respective water supply.

3. SEWAGE DISPOSAL

There will be no public central sewer system in this subdivision. It will be the responsibility of the individual homeowner to obtain a septic system design and to construct and maintain their individual systems.

Percolation and soil classification tests have been completed and the results of such are on file at the Campbell County Engineer's Office. It is recommended that prospective buyers review these test results for potential adverse soil condition information.

Permits are required for individual septic systems and the permit applications are available at the County Engineer's Office. The septic systems and the permits must be approved by the County Engineer.

4. RESTRICTIVE COVENANTS

The "Declaration of Covenants, Conditions and Restrictions

STATE OF WYOMING  
Campbell County

Filed for record this 6th day of August A.D. 1981 at 2:14 o'clock P.M. and recorded in Book 568 of Photos on page 443. Fees \$ 12.00

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

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By *John M. Hansen*  
Deputy

499654

High Country Estates" as recorded in the Office of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, have been adopted to govern this subdivision.

The Homeowners Association, or any owner of property within this subdivision, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the "Declaration of Covenants".

The "Declarations of Covenants" should be reviewed by the prospective homeowner and can be inspected at the County Clerk's Office, or at the Developer's Office.

5. ASSOCIATION FEES

Each homeowner will pay an annual assessment in the amount of \$240.00 per lot owned per year in monthly payments of \$20.00 for each lot owned.

Specific details of assessments are outlined in the "Declaration of Covenants, Conditions and Restrictions, High Country Estates Homeowners Association" and each homeowner should be familiar with such.

6. GARBAGE DISPOSAL

The disposal of garbage, trash, rubbish and other wastes will be the responsibility of the property owner. The Covenants provide the garbage be maintained in a clean and sanitary facility and be removed not less than twice a month.

At some future date the Homeowners Association may elect to provide a garbage collection service, and a special assessment will be set.

7. TELEPHONE SERVICE

The developer will provide telephone service within the subdivision to the lot lines. If the individual point of use is over one-tenth mile from the location of the service junction, there may be a construction charge. Presently this charge is \$90.00 for each one-tenth mile after the first one-tenth mile.

The security deposit and a monthly service charge are the responsibility of the homeowner. Prospective homeowners should check with Mountain Bell on the actual construction charges prior to purchase within this subdivision.

8. CABLE TELEVISION

Cable television service is not available in this subdivision.

9. STREET AND TRAFFIC CONTROL SIGNS

Necessary street signs and traffic control signs will be installed by the developer. All maintenance and replacement of signs will be the responsibility of the Homeowners Association.

10. STREET LIGHTING

Street lights will not be installed in this subdivision.

11. CULVERTS, DRAINAGE

The developer will install culverts as necessary to provide drainage across the roadway. The individual homeowner will



be responsible to provide and install culverts and drainage at their respective lot approaches to the roadway. The maintenance of the culverts at the lot approaches will be the responsibility of the respective property owner. The common culverts under the roadway will be maintained by the Homeowners Association. All culverts shall be a minimum of 18" diameter by 30' long.

12. ZONING

By covenant the land use plan for this subdivision is single family residential. The County government cannot enforce covenants. This subdivision is unzoned and the surrounding property is also unzoned and can possibly be used for any purpose. Neither the developer nor the County has specific control over the surrounding property's possible usage in the future.

13. FIRE PROTECTION

There will be no central water system or fire hydrants in this subdivision.

Fire protection is provided by the Campbell County Fire Department with the closest facilities in the City of Gillette. The Fire Department estimates the response time to a fire call in this subdivision to be 15 to 20 minutes.

The Fire Department recommends that the street address of each residence in this subdivision be prominently posted at their respective approaches to the roadway.

14. BUILDING CODES

Plumbing permits are required by Campbell County. Construction in accordance with the I.C.B.O. "Uniform Building Code" is required by the Covenants, which are not enforceable by the County. Construction permits and inspections are encouraged by the developer and the County but are not required.

By covenant the minimum dwelling size shall not be less than 1,200 square feet exclusive of porch and garage. Mobile and modular homes are not permitted.

15. ELECTRICAL SERVICE

The developer will provide electrical service within the subdivision to the lot lines. The individual service to the point of use, security deposit and monthly service charges are the responsibility of the property owner.

16. POSTAL SERVICE

The developer will install a structure at the entrance to this subdivision for the installation of mailboxes. It will be the responsibility of the Homeowners Association to maintain the stated structure. It will be the responsibility of the property owner to provide, install, and maintain the individual mailboxes.

17. SCHOOLS

The Campbell County School District provides school facilities and transportation for all students living in this subdivision. Currently students attend the following schools:

Grades

K through 2  
3 through 6  
7 through 9  
10 through 12

School Name

Westwood Elementary School  
Stocktrail Elementary School  
Twin Spruce Jr. High School  
Campbell County High School

The Campbell County School Board reserves the authority to revise school attendance as school populations fluctuate. Transportation to and from class is provided to all students by the School District. Bus stop locations and schedules are designated each school year by the School Board.

18. PARKS

The land to be dedicated as park is on file in the Campbell County Recreation Department. The Public is invited and encouraged to obtain or review copies of this document and all other documents previously mentioned. Copies of all documents are available at the Office of the County Engineer upon request and receipt of payment for reproduction costs.

IN TESTIMONY WHEREOF, Michael Shober has caused these presents to be signed this 1<sup>st</sup> day of July, 1981.

HIGH COUNTRY ESTATES  
A Wyoming Corporation

Michael S. Shober  
President

Linda M. Shober  
Secretary

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 1981, by Michael Shober.

Witness my hand and official seal.



Linda G. Wade  
Notary Public

APPROVAL BY CAMPBELL COUNTY PLANNING COMMISSION

The County Planning and Zoning Commission herewith recommends the approval of the foregoing Disclosure Statement this 14<sup>th</sup> day of July, 1981.

VICE CHAIRMAN Merlin E. Leprich

SECRETARY Pat Allen



APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

The foregoing Disclosure Statement is hereby approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming on this 14th day of July, 1981.

CHAIRMAN

William B. Underwood

MEMBER

Bob L. Tarver

MEMBER

James E. Addison

CLERK OF THE BOARD



STATE OF WYOMING )  
COUNTY OF CAMPBELL ) ss.

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HIGH COUNTRY ESTATES  
PHASE I  
A WYOMING CORPORATION

TO THE PUBLIC

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

HIGH COUNTRY ESTATES HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Shober Investments, Inc., a Wyoming Corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Campbell County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorded of Campbell County in connection with the Subdivision designated by Campbell County as High Country Estates, situated in Campbell County, Wyoming,

AND WHEREAS, in order to establish a general plan for the improvements and development of the Properties, Declarant desires restrictions, upon and subject to which all of the Properties shall be held, improved, and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each Owner thereof, and which are intended not to be merely personal.

ARTICLE 1

DEFINITIONS

Section 1: "Association" shall mean and refer to High Country

STATE OF WYOMING )  
Campbell County ) ss.

Filed for record this 6th day of August A.D., 1981 at 2:16 o'clock P.M. and recorded in Book 568 of Photos on page 448. Fee \$ 40.00.

RECORDED

499855

Estates Homeowners Association, Inc., a non-profit Wyoming Corporation, 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 obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, if any, to be owned by the Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated in the records of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, if any, and streets herein.

Section 6: "DECLARANT" shall mean and refer to Shober Investments, Inc., their successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the DECLARANT for the purpose of development.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8: "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner other than the DECLARANT, or has been occupied.

Section 9: The term "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 10: The term "Board of Directors" or "Board used herein, shall mean and refer to the duly elected Board of Directors at the Association.

## ARTICLE II

### NATURE AND PURPOSE OF COVENANTS

The covenants, conditions, and restrictions 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 and Common Area for the benefit of all Owners of all lots. Said covenants, conditions and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

## ARTICLE III

### PROPERTY RIGHTS

Section 1: OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and the streets within said properties, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to assess and charge a reasonable maintenance, operation and usage fee for the streets located in the subdivision, and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any, and to impose such charge and assessment as a lien against any property for which such charge of lien has not been paid in accordance with these DECLARATIONS, by-laws and Articles of Incorporation;

(b) the right of the Association to suspend the voting rights and right to use said facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a



period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each Class of members agreeing to such dedication or transfer has been recorded;

(d) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving or operating said systems and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder;

(e) the right of the Association, through its Board of Directors to adopt and publish rules and regulations and usage fees with respect to said utility facilities and to determine the time and manner of use of the recreation facilities by the members.

Section 2: DELEGATION OF USE: Any owner may delegate, in accordance with the By-laws, his right of enjoyment and use in and to the Common Area, facilities and said utilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

##### USE OF RESIDENTIAL LOTS AND COMMON AREA

###### Section 1: ZONING AND SETBACKS:

(a) The use of said lands shall be restricted to a single one-family dwelling, private residential use and a private garage appurtenant thereto. No structure shall exceed two stories in height except as may be specifically authorized in advance, in writing, by the Architectural Control Committee. No mobile homes are allowed. No modular homes are allowed.

(b) In any event, no building shall be located on any lot nearer than fifty (50) feet to the front lot line or nearer than fifty (50) feet to any side lot line except as is otherwise herein provided for a planned unit development. Reverse lots shall afford a fifty (50) foot side yard clearance to the street side.

(c) No building shall be located nearer than fifty (50) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than fifty (50) feet to the rear lot line.

(d) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

Section 2: PETS AND OTHER ANIMALS: Commercial animal husbandry shall not be practiced in any form. Household pets owned by occupants or owners of any portions of said land, shall be kept confined within owned and occupied premises.

Other animals may be kept on the premises provided: they are kept in a humane fashion; in a fenced area so as to restrain said animals to individual owners' property and no more than three (3) animals will be kept per lot.

Section 3: COMMERCIAL USE: No part of the residential Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non-residential purposes including but not limited to stores, shops, repair shops, storage or repair garage, restaurant, dance hall, or other public place of amusement, except DECLARANT, its successors or assigns, may use the Properties for a model home site, and display and sale office during the construction and sales period.

Section 4: SIGNS: Each homeowner shall be responsible for erecting a sign at their respective roadway approach stating the assigned street address.

natural gas shall be erected; maintained or permitted upon any lot.

Provided however each lot owner may drill or cause to have drilled one (1) well for the purpose of supplying water to his property and the improvements thereon. Maintenance and upkeep on said well shall be the sole responsibility of the land owner upon whose property well has been drilled. Adjoining landowners wishing to cooperate on a common water well shall do so at private treaty.

Furthermore, pertinent information on individual water well systems or surface water supply systems shall be reviewed and approved by the Wyoming Department of Health and Social Services, Sanitary Engineering Division. Water supplies shall be registered with the Wyoming State Engineer. Water supplies shall meet the "Water Well Minimum Construction Standards", State Engineer's Office, 1971 and the "Minimum Standards for Private or Semi-Public Water Supplies" compiled by the Wyoming Department of Health and Social Services, Sanitary Engineering Division.

Section 7: TRASH COLLECTION: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month.

Section 8: OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property. No retail, wholesale, manufacturing, repair business, or home occupations of any kind shall be permitted on any building site or in any single-family dwelling or appurtenant structure thereto unless written permission is given by the developers. Any activity must be contained and screened from view.



Section 5: OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises that there may be erection of a temporary facility. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and ending with final removal and cleanup of all such temporary facilities.

Provided however one (1) barn and/or storage building may be erected on each lot if, (a) said barn will be used to shelter conforming livestock as contained in Section II, Article IV, USE OF RESIDENTIAL LOTS AND COMMON AREA of these Covenants. (b) said barn and/or storage building conforms to other surrounding construction in size, structure and maintenance. The Architectural Control Committee shall be consulted on matters of this nature prior to construction.

Section 6: DRILLING: Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall exclude trash, junk, refuse, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or

Section 9: CONSTRUCTION: Architectural Restrictions: Uniform quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

Dwelling Quality and Size: No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage, shall be less than 1,200 square feet of finished living area and all structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation. All buildings shall meet the Uniform Building Code, 1973, and as amended.

Fencing: Fences shall be constructed so as to comply with the State of Wyoming regarding fences. Adjoining property owners who wish to cooperate on common fences shall do so through private treaty.

Section 10: COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

Section 11: COMMON AREA: The Common Area, if any, when established, shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

Section 12: ENFORCEMENT: Enforcement shall be by proceedings at law or equity against any person or persons in accordance with the provisions contained herein.

Section 13: PARKING OF NON-OPERATIVE VEHICLES AND FACILITIES: Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building

line of any residence and the street for a period of more than seventy-two (72) hours at any one time or as a repeated matter of practice. Auto wrecking yards, salvage yards, or storage of unused cars or unlicensed vehicles shall not be permitted.

Section 14: MOBILE HOMES: No mobile homes shall be permitted. No modular homes shall be permitted.

Section 15: SEWAGE DISPOSAL: Each lot owner shall be required to install a sewage disposal system of sufficient quality and size to adequately serve the improvements on that owner's property. Each Lot owner will be required to have a private sewage system and have said system installed prior to occupying said Lot. All septic systems are to be at least fifty (50) feet from adjoining properties. All systems shall be of such type and construction so as to prevent all dissemination of wastes above the ground and prevent the emanation of odor. Permits are required for individual septic systems and the permit applications are available at the County Engineer's Office. The septic systems and the permits must be approved by the County Engineer.

Section 16: LOT SIZE: Resubdivision of these lots will not be allowed by the respective lot owners.

#### 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.

Section 2: The Association shall have two classes of voting membership.

CLASS A: Class A members shall be all Owners with the exception of the DECLARANT, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When two or more persons are stockholders in a corporation holding an interest in any Lot, one,



and only one, shall be a member for voting purposes.

CLASS B: The Class B member(s) shall be the DECLARANT and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, (upon the conveyance of 75 percent (75%) of the units), or

(b) On December 31, 1983.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

###### Section 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF

ASSESSMENTS: THE DECLARANT, for each lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. 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, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the maintenance.

Section 3: MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum equal assessment shall be \$240.00 per lot. \$20.00 per month.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased year by year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon said utilities, streets, and Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: 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 or more than forty-five (45) days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another

meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rates for all Class A Lots, and Class B Lots, provided, however, that the assessments on all Class B Lots shall be fixed at twenty-five percent (25%) of the amount of the assessments upon all Class A Lots and may be collected on a monthly basis.

Section 7: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATES: The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot by DECLARANT. The Board of Directors shall fix the amount of the annual assessment against each Lot as least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association or its assigns shall collect each month from the owner of each Lot one-twelfth (1/12th) of 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 certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES OF THE ASSOCIATION:

(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 \$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 assessment plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed, which shall be attached 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 of the lot against which the lien has been assessed.

The Notice shall be signed by two (2) officers 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 Owner or 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. Upon payment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded

a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

c. Curing of Default: Upon the timely curing of any default for which a notice of claims or 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 such notice, upon payment of the defaulting Owner, of a fee to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

d. Cumulative Remedies: The assessment lien and the rights 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.

e. Mortgage Protection Clause: No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any Mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the Owner who title is deprived through foreclosure of the trustee's sale, or otherwise.

Section 9: SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer

of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter, becoming due or from the lien thereof.

Section 10: INSURANCE ASSESSMENTS: The Board of Directors or its duly authorized agent, shall have the authority to and shall obtain insurance for the buildings and improvements subject to the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement costs of any repair or construction work in the event of damage or destruction from any hazard, and shall also obtain a bond from public liability policy covering all Common Area, if any, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

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 condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institutions, 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-third (1/3rd) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractor, and then negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building, buildings,



or other improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding the same condition as formerly, the Board of Directors shall levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and construction, such excess shall be paid over to the owners in such proportions as the Board of Directors deems fair and equitable.

ARTICLE VII.

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, one (1) Board member and two (2) owners to supervise the management of the maintenance preservation and use of the utilities, Common Area, if any, and related facilities hereto.

The DECLARANT may appoint a three (3) member committee as an Architectural Control Committee. This committee shall have the responsibility for reviewing all plans for construction or buildings and other improvements and making such other decisions as are required by the terms, provisions and conditions of this declaration, provided that, in any event, when the last lot which is subject to this declaration has been sold by the seller, the term of the designated members of the Architectural Control Committee shall automatically be terminated and the appointment of successors required in accord with the following paragraph.

The committee shall be known as the Architectural Control Committee and the members thereof shall serve until their successors are appointed by replacement by a majority vote of the successors in interest of the owners of the lots covered by this covenant. Subject to the right of a majority of the owners, a majority of the members of the Architectural Control Committee, in the event of the death or resignation of any member of the committee, may designate a successor. Changes from time to time of the names of the Architectural Control Committee shall be authenticated by the filing of a memorandum of agreement to these Protective Covenants with the County Clerk, Campbell County, Wyoming.

The committee shall not be entitled to compensation for services performed pursuant to this covenant.

A decision by the Architectural Control Committee shall be made within fifteen (15) days after the date of submission to it of any proposed construction or requirement for the approval by an owner or someone in his behalf. In the event that no decision is made within said time, the party submitting the request for consideration may consider that an approval has been obtained by the Committee.

Neither the Architectural Control Committee, its members nor its successors or assigns, shall be liable in damages to anyone by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to make any approval pursuant to the provisions of this declaration.

The Architectural Control Committee is to be comprised of the following persons: Michael Shober, Linda Shober, and Don Dolan, of Gillette, Wyoming.

#### ARTICLE VIII.

##### CAMPBELL COUNTY COMMISSIONERS

Pursuant to the Subdivision Regulations of Campbell County, Wyoming, in the event the Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners shall serve written notice upon such organization or upon residents involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County upon its initiative or upon the written request of the Association therefore

responsible for the maintenance of the common facility, call a public hearing upon notice of such Association and to the residents involved, to be held by the Board of County Commissioners, at which hearing such Association and/or the residents shall show cause why such maintenance by the County shall not, at the election of the county, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the County shall cease to maintain said Common facility at the end of said year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility involved and any unpaid assessments shall become a tax lien in the office of the County Clerk upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

The Association may not be dissolved without the prior permission of the Board of County Commissioners.

The Association will file with the County Engineer's Office no later than January 15 of each year the names, addresses and telephone numbers of the board of directors to whom notices and correspondence may be mailed.

#### ARTICLE IX.

##### GENERAL PROVISIONS

Section 1: ENFORCEMENT: The Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or 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.

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 this Declaration shall run with and bind the land, for a term of twenty-five

(25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by no less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment must be recorded.

Section 4: FHA/VA APPROVAL: As long as there is a Class B membership the following actions will require approval of the Federal Housing Administration or the Veterans Administration. Annexation of additional properties, or amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 1<sup>st</sup> day of July, 1981.

SHOBER INVESTMENTS, INC.

By Michael J. Shober  
President

ATTEST:

By Kevin M. Shober  
Secretary

STATE OF WYOMING )  
COUNTY OF CAMPBELL ) ss.

The foregoing instrument as acknowledged before me this 1<sup>st</sup> day of July, 1981, by Michael J. Shober and Kevin M. Shober.

WITNESS my hand and official seal.

LINDA G. GARDNER, Notary Public  
County of Campbell, State of Wyoming  
My Comm. Expires Jan. 17, 1982

Kevin M. Shober  
Notary Public



STATE OF WYOMING )  
COUNTY OF CAMPBELL ) ss.

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**499855**

HIGH COUNTRY ESTATES  
PHASE I  
A WYOMING CORPORATION

TO THE PUBLIC

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

HIGH COUNTRY ESTATES HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Shober Investments, Inc., a Wyoming Corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Campbell County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorded of Campbell County in connection with the Subdivision designated by Campbell County as High Country Estates, situated in Campbell County, Wyoming,

AND WHEREAS, in order to establish a general plan for the improvements and development of the Properties, Declarant desires restrictions, upon and subject to which all of the Properties shall be held, improved, and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each Owner thereof, and which are intended not to be merely personal.

ARTICLE 1

DEFINITIONS

Section 1: "Association" shall mean and refer to High Country

STATE OF WYOMING )  
Campbell County ) ss.

Filed for record this 6th day of August A.D., 1981 at 2:16 o'clock P.M. and recorded in Book 568 of Photos on page 448. Fee \$ 40.00.

RECORDED

499855

Estates Homeowners Association, Inc., a non-profit Wyoming Corporation, 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 obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, if any, to be owned by the Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated in the records of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, if any, and streets herein.

Section 6: "DECLARANT" shall mean and refer to Shober Investments, Inc., their successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the DECLARANT for the purpose of development.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8: "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner other than the DECLARANT, or has been occupied.

Section 9: The term "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 10: The term "Board of Directors" or "Board used herein, shall mean and refer to the duly elected Board of Directors at the Association.

## ARTICLE II

### NATURE AND PURPOSE OF COVENANTS

The covenants, conditions, and restrictions 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 and Common Area for the benefit of all Owners of all lots. Said covenants, conditions and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

## ARTICLE III

### PROPERTY RIGHTS

Section 1: OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and the streets within said properties, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to assess and charge a reasonable maintenance, operation and usage fee for the streets located in the subdivision, and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any, and to impose such charge and assessment as a lien against any property for which such charge of lien has not been paid in accordance with these DECLARATIONS, by-laws and Articles of Incorporation;

(b) the right of the Association to suspend the voting rights and right to use said facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a

period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each Class of members agreeing to such dedication or transfer has been recorded;

(d) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving or operating said systems and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder;

(e) the right of the Association, through its Board of Directors to adopt and publish rules and regulations and usage fees with respect to said utility facilities and to determine the time and manner of use of the recreation facilities by the members.

Section 2: DELEGATION OF USE: Any owner may delegate, in accordance with the By-laws, his right of enjoyment and use in and to the Common Area, facilities and said utilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

##### USE OF RESIDENTIAL LOTS AND COMMON AREA

###### Section 1: ZONING AND SETBACKS:

(a) The use of said lands shall be restricted to a single one-family dwelling, private residential use and a private garage appurtenant thereto. No structure shall exceed two stories in height except as may be specifically authorized in advance, in writing, by the Architectural Control Committee. No mobile homes are allowed. No modular homes are allowed.

(b) In any event, no building shall be located on any lot nearer than fifty (50) feet to the front lot line or nearer than fifty (50) feet to any side lot line except as is otherwise herein provided for a planned unit development. Reverse lots shall afford a fifty (50) foot side yard clearance to the street side.

(c) No building shall be located nearer than fifty (50) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than fifty (50) feet to the rear lot line.

(d) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

Section 2: PETS AND OTHER ANIMALS: Commercial animal husbandry shall not be practiced in any form. Household pets owned by occupants or owners of any portions of said land, shall be kept confined within owned and occupied premises.

Other animals may be kept on the premises provided: they are kept in a humane fashion; in a fenced area so as to restrain said animals to individual owners' property and no more than three (3) animals will be kept per lot.

Section 3: COMMERCIAL USE: No part of the residential Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non-residential purposes including but not limited to stores, shops, repair shops, storage or repair garage, restaurant, dance hall, or other public place of amusement, except DECLARANT, its successors or assigns, may use the Properties for a model home site, and display and sale office during the construction and sales period.

Section 4: SIGNS: Each homeowner shall be responsible for erecting a sign at their respective roadway approach stating the assigned street address.

natural gas shall be erected; maintained or permitted upon any lot.

Provided however each lot owner may drill or cause to have drilled one (1) well for the purpose of supplying water to his property and the improvements thereon. Maintenance and upkeep on said well shall be the sole responsibility of the land owner upon whose property well has been drilled. Adjoining landowners wishing to cooperate on a common water well shall do so at private treaty.

Furthermore, pertinent information on individual water well systems or surface water supply systems shall be reviewed and approved by the Wyoming Department of Health and Social Services, Sanitary Engineering Division. Water supplies shall be registered with the Wyoming State Engineer. Water supplies shall meet the "Water Well Minimum Construction Standards", State Engineer's Office, 1971 and the "Minimum Standards for Private or Semi-Public Water Supplies" compiled by the Wyoming Department of Health and Social Services, Sanitary Engineering Division.

Section 7: TRASH COLLECTION: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each month.

Section 8: OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property. No retail, wholesale, manufacturing, repair business, or home occupations of any kind shall be permitted on any building site or in any single-family dwelling or appurtenant structure thereto unless written permission is given by the developers. Any activity must be contained and screened from view.



Section 5: OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises that there may be erection of a temporary facility. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and ending with final removal and cleanup of all such temporary facilities.

Provided however one (1) barn and/or storage building may be erected on each lot if, (a) said barn will be used to shelter conforming livestock as contained in Section II, Article IV, USE OF RESIDENTIAL LOTS AND COMMON AREA of these Covenants. (b) said barn and/or storage building conforms to other surrounding construction in size, structure and maintenance. The Architectural Control Committee shall be consulted on matters of this nature prior to construction.

Section 6: DRILLING: Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall exclude trash, junk, refuse, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or

Section 9: CONSTRUCTION: Architectural Restrictions: Uniform quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations shall be afforded. All construction shall be new and no building or buildings may be removed from another location to any site within this subdivision. No wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

Dwelling Quality and Size: No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage, shall be less than 1,200 square feet of finished living area and all structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation. All buildings shall meet the Uniform Building Code, 1973, and as amended.

Fencing: Fences shall be constructed so as to comply with the State of Wyoming regarding fences. Adjoining property owners who wish to cooperate on common fences shall do so through private treaty.

Section 10: COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

Section 11: COMMON AREA: The Common Area, if any, when established, shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

Section 12: ENFORCEMENT: Enforcement shall be by proceedings at law or equity against any person or persons in accordance with the provisions contained herein.

Section 13: PARKING OF NON-OPERATIVE VEHICLES AND FACILITIES: Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building

line of any residence and the street for a period of more than seventy-two (72) hours at any one time or as a repeated matter of practice. Auto wrecking yards, salvage yards, or storage of unused cars or unlicensed vehicles shall not be permitted.

Section 14: MOBILE HOMES: No mobile homes shall be permitted. No modular homes shall be permitted.

Section 15: SEWAGE DISPOSAL: Each lot owner shall be required to install a sewage disposal system of sufficient quality and size to adequately serve the improvements on that owner's property. Each Lot owner will be required to have a private sewage system and have said system installed prior to occupying said Lot. All septic systems are to be at least fifty (50) feet from adjoining properties. All systems shall be of such type and construction so as to prevent all dissemination of wastes above the ground and prevent the emanation of odor. Permits are required for individual septic systems and the permit applications are available at the County Engineer's Office. The septic systems and the permits must be approved by the County Engineer.

Section 16: LOT SIZE: Resubdivision of these lots will not be allowed by the respective lot owners.

#### 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.

Section 2: The Association shall have two classes of voting membership.

CLASS A: Class A members shall be all Owners with the exception of the DECLARANT, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When two or more persons are stockholders in a corporation holding an interest in any Lot, one,

and only one, shall be a member for voting purposes.

CLASS B: The Class B member(s) shall be the DECLARANT and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, (upon the conveyance of 75 percent (75%) of the units), or

(b) On December 31, 1983.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

###### Section 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF

ASSESSMENTS: THE DECLARANT, for each lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. 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, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the maintenance.

Section 3: MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum equal assessment shall be \$240.00 per lot. \$20.00 per month.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased year by year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon said utilities, streets, and Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: 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 or more than forty-five (45) days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another

meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rates for all Class A Lots, and Class B Lots, provided, however, that the assessments on all Class B Lots shall be fixed at twenty-five percent (25%) of the amount of the assessments upon all Class A Lots and may be collected on a monthly basis.

Section 7: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATES: The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot by DECLARANT. The Board of Directors shall fix the amount of the annual assessment against each Lot as least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association or its assigns shall collect each month from the owner of each Lot one-twelfth (1/12th) of 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 certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES OF THE ASSOCIATION:

(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 \$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 assessment plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed, which shall be attached 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 of the lot against which the lien has been assessed.

The Notice shall be signed by two (2) officers 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 Owner or 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. Upon payment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded

a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

c. Curing of Default: Upon the timely curing of any default for which a notice of claims or 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 such notice, upon payment of the defaulting Owner, of a fee to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

d. Cumulative Remedies: The assessment lien and the rights 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.

e. Mortgage Protection Clause: No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any Mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the Owner who title is deprived through foreclosure of the trustee's sale, or otherwise.

Section 9: SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer

of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter, becoming due or from the lien thereof.

Section 10: INSURANCE ASSESSMENTS: The Board of Directors or its duly authorized agent, shall have the authority to and shall obtain insurance for the buildings and improvements subject to the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement costs of any repair or construction work in the event of damage or destruction from any hazard, and shall also obtain a bond from public liability policy covering all Common Area, if any, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

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 condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institutions, 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-third (1/3rd) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractor, and then negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building, buildings,

or other improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding the same condition as formerly, the Board of Directors shall levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and construction, such excess shall be paid over to the owners in such proportions as the Board of Directors deems fair and equitable.

ARTICLE VII.

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, one (1) Board member and two (2) owners to supervise the management of the maintenance preservation and use of the utilities, Common Area, if any, and related facilities hereto.

The DECLARANT may appoint a three (3) member committee as an Architectural Control Committee. This committee shall have the responsibility for reviewing all plans for construction or buildings and other improvements and making such other decisions as are required by the terms, provisions and conditions of this declaration, provided that, in any event, when the last lot which is subject to this declaration has been sold by the seller, the term of the designated members of the Architectural Control Committee shall automatically be terminated and the appointment of successors required in accord with the following paragraph.

The committee shall be known as the Architectural Control Committee and the members thereof shall serve until their successors are appointed by replacement by a majority vote of the successors in interest of the owners of the lots covered by this covenant. Subject to the right of a majority of the owners, a majority of the members of the Architectural Control Committee, in the event of the death or resignation of any member of the committee, may designate a successor. Changes from time to time of the names of the Architectural Control Committee shall be authenticated by the filing of a memorandum of agreement to these Protective Covenants with the County Clerk, Campbell County, Wyoming.

The committee shall not be entitled to compensation for services performed pursuant to this covenant.

A decision by the Architectural Control Committee shall be made within fifteen (15) days after the date of submission to it of any proposed construction or requirement for the approval by an owner or someone in his behalf. In the event that no decision is made within said time, the party submitting the request for consideration may consider that an approval has been obtained by the Committee.

Neither the Architectural Control Committee, its members nor its successors or assigns, shall be liable in damages to anyone by reason of any mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to make any approval pursuant to the provisions of this declaration.

The Architectural Control Committee is to be comprised of the following persons: Michael Shober, Linda Shober, and Don Dolan, of Gillette, Wyoming.

#### ARTICLE VIII.

##### CAMPBELL COUNTY COMMISSIONERS

Pursuant to the Subdivision Regulations of Campbell County, Wyoming, in the event the Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners shall serve written notice upon such organization or upon residents involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County upon its initiative or upon the written request of the Association therefore

responsible for the maintenance of the common facility, call a public hearing upon notice of such Association and to the residents involved, to be held by the Board of County Commissioners, at which hearing such Association and/or the residents shall show cause why such maintenance by the County shall not, at the election of the county, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the County shall cease to maintain said Common facility at the end of said year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility involved and any unpaid assessments shall become a tax lien in the office of the County Clerk upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

The Association may not be dissolved without the prior permission of the Board of County Commissioners.

The Association will file with the County Engineer's Office no later than January 15 of each year the names, addresses and telephone numbers of the board of directors to whom notices and correspondence may be mailed.

#### ARTICLE IX.

##### GENERAL PROVISIONS

Section 1: ENFORCEMENT: The Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or 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.

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 this Declaration shall run with and bind the land, for a term of twenty-five



(25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by no less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment must be recorded.

Section 4: FHA/VA APPROVAL: As long as there is a Class B membership the following actions will require approval of the Federal Housing Administration or the Veterans Administration. Annexation of additional properties, or amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 1<sup>st</sup> day of July, 1981.

SHOBER INVESTMENTS, INC.

By Michael J. Shober  
President

ATTEST:

By Deirdre M. Shober  
Secretary

STATE OF WYOMING )  
COUNTY OF CAMPBELL ) ss.

The foregoing instrument as acknowledged before me this 1<sup>st</sup> day of July, 1981, by Michael J. Shober and Deirdre M. Shober.

WITNESS my hand and official seal.

LINDA G. GARDNER, Notary Public  
County of Campbell, State of Wyoming  
My Comm. Expires Dec. 17, 1982

Linda G. Gardner  
Notary Public