

811094 Book 2361 of PHOTOS Page 00396
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BY PRO BUILT HOMES, INC.
A WYOMING CORPORATION,
OF THE LANDS TO BE KNOWN AS:

911094

CASTLE HEIGHTS ESTATES

THIS DECLARATION is made on the date hereinafter set forth by Pro Built Homes, Inc., herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Campbell County, State of Wyoming, more particularly described as follows:

A tract of land situated in the legal description here:

Tract 1 of The Bluffs Subdivision, Filing No. 3, Phase 2, Campbell County, Wyoming, according to the official plat thereof filed for record June 9, 1998 in book 6 of Plats, page 151 of the records of Campbell County, Wyoming, EXCEPTING there from the following parcel of land:

A parcel of land located in Tract 1 of the Bluffs Subdivision Filing 3, Phase 2, Campbell County, Wyoming, and being more particularly described as follows: Commencing at the southwesterly corner of said Tract 1 and the true point of beginning; thence N03°02'04"E along the westerly boundary of Tract 1 a distance of 58.71 feet to a point on the proposed northerly right of way line of Lakeway Road; thence along said proposed northerly right of way through a circular curve concave to the north and having a radius of 1,597.02 feet, a central angle of 11°54'11", a chord length of 331.18 feet and a chord bearing of N89°14'19"E; thence continuing along said right of way N83°17'13"E a distance of 36.88 feet; thence continuing along said right of way through a circular curve concave to the south having a radius of 1,677.02 feet, a ventral angle of 15°03'58", a chord length of 439.71 feet and a chord bearing of S89°10'48"E, to the point of intersection with the existing northerly right of way of Lakeway Road; thence along said existing northerly right of way through a circular curve concave to the south and having a radius of 845.97 feet, a central angle of 16°15'32", a chord length of 239.26 feet and a chord bearing of S85°06'57"W; thence continuing along said right of way S76°56'51"W a distance of 129.78 feet, thence continuing along said right of way through a circular curve concave to the north having a radius of 1,110.72 feet, a central angle of 23°09'29", a chord length of 445.89 feet and a chord bearing of S88°31'36"W to the point of intersection with the westerly boundary of the aforementioned Tract 1 to the true point of beginning.

Said tract of land contains 30.58 acres, more or less, subject to all rights, restrictions and reservations and/or easements of sight and record.

WHEREAS, all of the lands described above are embraced in the Subdivision known as Castle Heights Estates, Lots 1-72.

(The subdivision) in the City of Gillette, Campbell County, Wyoming. The Subdivision is platted and shall be recorded in the office of the County Clerk and Ex-Officio Registrar of Deeds of Campbell County, Wyoming on the same date of recording of this instrument. The Plat is incorporated by reference in this Declaration as if set forth in full herein, with an executed copy attached hereto and incorporated herein as Exhibit "A" for reference purposes; and

WHEREAS, it is the intention of the Declarant that the lands located in this Subdivision shall be developed and maintained as a highly desirable residential area; and

WHEREAS, Declarant shall convey the said real property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby pronounces that all of the real property 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 real property or any part thereof, their heirs, trustees, successors and assigns, and shall inure to the benefit and burden of each owner thereof, and which are intended not to be merely personal; and

All of the Lots of the Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitude's and covenants (collectively, the "Covenants"). Each and every covenant is for the benefit and burden of the entire Subdivision and the benefit and burden of every landowner therein. These Covenants shall be binding on all owners of land in the Subdivision and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These Covenants are imposed pursuant to a general plan for the improvement and benefit of the Subdivision; and

All owners, each and every one, shall have the right to enforce these Covenants as they are imposed upon each Lot and owner. These Covenants are imposed upon the Subdivision as a whole.

ARTICLE I. DEFINITIONS

- A. "Castle Heights Estates" and "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants, conditions, and restrictions.
- B. "Property" or "properties" or "premises" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants, conditions, and restrictions.
- C. "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.
- D. "Declarant" shall mean and refer to ~~Pro Built Homes, Inc.~~, its agents, members, successors, and assigns.
- E. "Owner" or "Lot 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 Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of obligation
- F. "Lot" or "Lots" shall mean and refer to any tract, tracts, plot, or plots of land shown upon any recorded subdivision plat of Castle Heights Estates with the exception of common areas, if any, and streets therein.
- G. "Vehicle" shall be defined as any device designed to operate on wheels or runners for transporting persons or objects.
- H. "Committee" shall refer to the Architectural Control Committee.
- I. "Permanent Storage" shall mean parking, placing or locating an object at a location, or approximately the same location, for greater than 60 days.

ARTICLE II. NATURE AND PURPOSE OF COVENANTS

- A. Castle Heights Estates shall be made up of at least twenty five (25) R-2 lots ranging in size of approximately 6,000 – 10,000 sq. ft and forty-eight (47) R-S lots ranging in size of approximately 15,000+ sq.ft. per lot. The Covenants set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Property to enhance the value, desirability and attractiveness of the Lots for the benefit of all owners of Lots therein. These Covenants are imposed upon Declarants, and upon the owners of all Lots, homeowners, landowner's association, and/or the equivalent. Said Covenants are for the benefit and burden upon and a benefit not only to the original owner of each Lot, but also their heirs, trustees, successors and assigns. All such Covenants are intended as and hereby declared to be Covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III USE OF RESIDENTIAL LOTS

- A. Each Lot within Castle Heights Estates shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations of the City of Gillette, Campbell County, Wyoming, in effect on the date that said construction, improvement, use, or occupation begins. No Owner shall seek to modify the current zoning of the Lot compromising Castle Heights Estates, which Lots are zoned R-S and R-2.
- B. During Construction, the Declarant reserves the right to all streets, drives, boulevards, and other roadways, and all easements as it relates to the construction activities of all public improvements, house construction, parking and storage of construction vehicles as well as the proper movement of traffic.
- C. It is further expressly agreed and understood that Declarant, its successors and assigns may use any of the lots in the subdivision for a sales office, a model home or model homes, and parking related to such sales office and model homes. Any portion of the subdivision, excluding streets, drives, boulevards and other

roadways, may be used for sales offices and/or sales purposes. At the time the subdivision has been built out such portable sales offices will be removed and model homes will be sold to residents.

- D. The park area as designated on the Subdivision Plat shall not be developed or structures placed on such lands except as consistent with recreational park facilities and only as approved by the Committee.
- E. It will be permissible to re-subdivide two or more Lots such that the resulting Lots are all larger than the prior Lots which comprised the re-subdivision. Any re-subdivision process must be permitted through the City and shall be subject to all rules, regulations and requirements imposed by the City. Before plans are submitted to the City the Committee must approve.

ARTICLE IV. CONSTRUCTION

A. Dwelling Size

R-S lots. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,000 square feet above ground. All construction, including utilities, shall meet the building codes for the City of Gillette, Campbell County, Wyoming, on the date of commencement of the said construction. All utilities serving the dwelling or any other improvement shall be buried.

R-2 lots The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage of 1,000 square feet above ground. All construction, including utilities, shall meet the building codes for the City of Gillette, Campbell County, Wyoming on the date of commencement of the said construction. All utilities serving the dwelling or any other improvements shall be buried.

- B. **Construction** All dwellings shall be completed and ready for occupancy within twelve (12) months after construction begins. All dwellings shall be "stick built" and constructed on site. No mobile homes or modular or prefabricated dwellings may be placed on the Lots. On the Pro Built Homes, Inc. exclusive lots Pro Built Homes will be the sole general contractor to perform all building operations and hiring of subcontractors.
- C. **Storage Sheds** All storage sheds shall be finished with similar materials of the existing dwelling and shall be located to the rear of home within the fenced yard.
- D. **Exterior Finishes** All exterior materials shall be maintenance free materials such as brick, natural stone, cultured stone, pre-finished concrete board siding or any combination thereof. The front of the home is required to have at least 30% brick, natural stone, dryvit, cultured stone, or some masonry finish. Stucco is not an acceptable finish. All exterior windows will have grids between the glass and keep consistency in style. All roofs shall consist of earthtone (including black) asphalt shingles or composite shingles. All exposed flashing materials shall be of copper or painted to match brick, roof, or trim color, whichever is most appealing and is the best blend of colors. All roof vents and wireless towers shall be painted to match roof shingles. All buildings and structures shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area.
- C. **Flues and Vents** Unless otherwise approved by the Committee, all flues and vents shall exit the roof of a dwelling on the rear side of the roof rather than on the street side of the roof.
- D. **Land Use and Building Type.** All R-S Lots shall be used only for single-family residential purposes. All R-2 Lots shall be used for attached single family dwellings. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling for R-S lots and one dual family dwelling for R-2 lots not to exceed two and one-half stories in height, and a private garage for not less than two cars. Detached buildings shall be constructed in a like manner to the residence with the same architectural design, and the same siding, roof, window, and door design as the residence. Detached buildings shall not exceed fifty percent (50%) of the "foot print" square footage of the principal dwelling.
- E. **Dwelling Valuation/Size** All dwellings constructed on the R-S Lots in the Subdivision shall be constructed so that they have a minimum finished square footage of at least 1,500 square feet above ground. All dwellings constructed on the R-2 Lots in the Subdivision shall be constructed so that they have a minimum finished square footage of at least 1,000 square feet above ground.

At the time that the plans and specifications for the dwelling are submitted to the Committee, the party seeking approval shall submit to the Committee the copy of an appraisal or plans in a form acceptable to the Committee showing compliance with the minimum square footage requirement. All dwellings constructed on any Lot shall be constructed so that they shall have a minimum appraised value (including the value of the Lot) upon completion of at least \$350,000.00. It is required that the Lot owner submits architectural and or engineering drawings and obtain the Committee approval in writing prior to commencing any construction of any structure. The drawings must include exterior color schemes, landscaping and surface water drainage plans.

- F. **Architectural Control** No building, fence, wall or other structure may be constructed, erected or placed on any Lot until the plans, specifications, and design for the building or structure; and a plan showing the location of the building or structure have been approved by the Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and buildings, location with respect to topography and finished grade elevation, and compliance with these Covenants. No fences or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line established herein.
- G. **Fences/Walls** All fences, walls, and retaining walls must be built with quality prefinished materials and erected and maintained in such a manner so as not to otherwise detract from the appearance of the property and will meet the City of Gillette requirements. Any materials and locations must be approved by the Committee. Fences, hedges or walls shall generally be located on property lines and shall not extend into the front of the residence/dwelling building, without approval of the Committee. Retaining walls shall be constructed with only stone, concrete or masonry materials.
- H. **Building Locations** All structures shall meet the locations and setbacks required by the appropriate zoning.
- I. **Waste Storage and Disposal** No Lot shall be used or maintained as a dumping ground or gathering place for rubbish, trash or garbage. Waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition and shall be stored out of view. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All construction sites shall be kept orderly and debris contained. Construction shall be constructed in a manner not to disturb completed neighboring properties.
- J. **Occupancy** No residence/dwelling shall be occupied until the exterior construction is entirely completed and all utilities have been installed and operable and a certificate of occupancy has been issued by the City of Gillette Building Department.
- K. **Temporary Structure** No structure of a temporary character, including but not limited to a trailer, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No building materials shall be stored on any Lot for a period of longer than ninety (90) days unless substantial construction is actually in progress. Designated construction storage areas shall be assigned during development.
- L. All communication towers/dishes or similar structures shall be placed on the residence/dwelling. Dishes shall not be greater than 2 feet in diameter and towers shall be no longer than 4 feet. The Committee must approve all dishes and towers.
- M. All Lot owners must maintain the entire property at all time prior to construction. Such maintenance shall include but not be limited to keeping the property mowed and free of weeds.
- N. **Soil Analysis** The purchaser and owner of any Lot in the Subdivision shall be responsible for obtaining and reviewing soil reports related to the Lot and engaging a Professional Engineer with geotechnical expertise to evaluate the soil conditions. Soil reports have been completed as required by the City of Gillette and copies may be obtained from the Builder. Lot Owners shall not rely upon the soils reports on file with the City of Gillette as their sole source of geotechnical and soils information for determining appropriate design or improvements.
- O. **Driveways** All driveways shall be composed of concrete. Circular driveways shall be paved from the street to the garage with concrete, stamped and stained concrete or paving stone. Driveways shall be at least 12 feet in width from the street to the property line. The Lot Owner shall maintain driveways. The Committee shall approve driveways before construction begins. The Committee shall approve the plan for construction of the intersection of the driveway and the public walkway along appropriate drives. The public walkway and existing streets shall be maintained throughout construction.

ARTICLE V COMMERCIAL USE

- A. No part of Castle Heights Estates shall be used or caused to be used for any commercial business including but not limited to manufacturing, mercantile storing, vending, and repair or storage garage or construction storage. Construction storage will be permitted while subdivision is under construction and on site job trailers shall be allowed while subdivision is being constructed. All construction sites shall be kept in an orderly manner.
- B. Home based businesses must be approved by the Committee and must be in compliance with applicable city ordinances. Garages will not be allowed to be used as storefronts.

ARTICLE VI SUB-SURFACE USE

- A. Surface Utilization Mineral rights have been severed from the surface within the Subdivision.
- B. Mineral Exploration, Development, or Production No surface exploration shall be allowed within the subdivision boundaries.

ARTICLE VII WATER SUPPLY

- A. Each Lot Owner shall utilize as their potable water source, water supplied by the City of Gillette, Campbell County, Wyoming. Water shall be individually metered. The owner of each lot shall be responsible for installing the utilities on their Lot, and said installation shall be the cost of the owner of such tract.

ARTICLE VIII VEHICLES

- A. No inoperable and/or unlicensed vehicle shall be exposed on any Lot in excess of one (1) week. No recreational vehicles, boats, trailers, campers, or commercial trucks (commercial trucks defined as those requiring CDL and over 26,000 in weight) shall be parked either on any street in the Subdivision or on any Lot in the Subdivision except within the building setback lines, except for those on construction sites. Operable recreational vehicles or trailers may be stored on the site for more than 72 hours only if they are on asphalt or concrete behind a side yard fence. Such asphalt or concrete location may be used as permanent storage location, and any such storage shall be done in such a manner so as to be inoffensive. Permanent storage for recreational vehicles including but not limited to the following: boats, trailers, camp trailers, recreational vehicles, motorcycles, snowmobiles shall be stored on a permanent paved surface behind fences.

ARTICLE IX WATER DRAINAGE

- A. Each Lot Owner shall be responsible for insuring that water drainage is continuous and adequate. Individual Lot landscaping and topography should not adversely impact other Lots or roadways within the Subdivision, or adjoining lands dedicated to the public.
- B. The amount of surface water traversing the property is subject to the intensity and duration of rainfall and will vary according to the terrain and location. Each parcel owner should locate all buildings and establish building elevations in consideration of these factors. The developer makes no representation or warranty concerning the amount of surface water that will traverse any parcel during periods of peak storm water runoff. Furthermore, the developer shall not be liable for any claims of any kind or character resulting from storm water inundation of any residence or structure for any reason.

ARTICLE X UTILTIY ACCESS

- A. Lot Owners shall allow utility access for the reading of meters or other measuring devices, and for installation access or maintenance access of any an all utilities, whether public or private, installed in Castle Heights Estates. Easements for the installation and maintenance of utilities and drainage facilities are reserved as

shown on the recorded plat. (See Exhibit "A" for reference to sanitary sewer location.) Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XI OFFENSIVE ACTIVITY

- A. No animals may be kept except dogs, cats, and other household pets. They shall be kept in area which is adequately fenced, to the side or rear of the dwelling. All pet areas shall be maintained in a clean and sanitary condition so as not to be offensive to other Lot owners. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which is or may become a nuisance in the neighborhood. Any condition determined by the Committee to be offensive shall be corrected upon notification to the offending Owner within thirty (30) days. Any existing ordinances of the City of Gillette relating to the ownership and control of dogs or other pets shall be applicable to the subdivision. The discharge of firearms on any part of the subdivision is specifically prohibited.

ARTICLE XII ESTHETIC MAINTENANCE

- A. **Signs.** No signs of any kind shall be displayed to public view on any Lot except for the following One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, may be permitted on each Lot. Signs for temporary events, including but not limited to garage sale, temporary political signs during election periods posted in the lot and must be taken down no later than 2 days after the election or event. Signs indicating security protection shall be permitted. Security signs shall be no larger than one square foot.
- B. **Landscaping.** Each front yard and side yards visible from a public street shall be sodded or hydro seeded and landscaped to the rear of structure. All rear yards not visible from a public street shall, at a minimum, be seeded by broadcast seeding. Two (2) trees, acclimated to the climate in Gillette, Wyoming area shall be planted and maintained in the front or side yard of each Lot. Maintenance of the trees shall be the responsibility of the Owner. These requirements shall be met within 6 months after the occupancy of the dwelling on the Lot unless an extension of time is requested of, and granted by the Committee.
- C. **Exterior Maintenance** Each individual R-S Lot Owner shall be obligated to provide exterior maintenance of his own Lot/Structure and to include but not limited to painting, mowing and trimming the entire area of the Lot; and to adequately irrigate the landscaped portions of the Lot; and to not allow trash or garbage of any kind to accumulate. If an Owner of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Committee, the Committee by a vote of at least two-thirds, shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this Article to enter upon the parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements thereon. The cost of such exterior maintenance shall become a debt to the Owner of the Lot and the Committee may enforce the debt by lien, foreclosure, or other judicial remedy.

Those R-2 Lot Owners residing in the Villas at Castle Heights shall pay dues to a HOA permitting their maintenance, mowing, and snow removal to be performed by a hired contractor(s). In the event, HOA dues are not current maintenance shall not be provided. Access to the yard at the rear of the home shall be permitted by lot owner for general maintenance. Home Owners Association dues shall be reviewed and evaluated on a yearly basis and the amount shall be adjusted accordingly if necessary.

- D. **Telephone, Electrical and Utility Wires.** All telephone, electrical and other utility wires and/or cables shall be placed underground from the main trunk lines to each principal residence and /or improvement.

ARTICLE XIII. ARCHITECTURAL CONTROL

- A. **Initial Committee.** The Committee will be established and will consist of at least three (3) members and no more than seven (7) members. The three (3) members of the Declarant shall be the Architectural Control Committee under this Declaration of Covenants until such time as all of the Lots in the Subdivision

have been sold and conveyed by the Declarant or until Declarant resigns as the Committee, whichever date occurs first. At the time all of the Lots in the Subdivision have been sold and conveyed by the Declarant the Owners of the Lots in the Subdivision shall elect a Committee or Committee member(s) under the provisions of this Article.

- B. **Election of Members.** The Committee shall always consist of at least two (2) persons. The members of the elected Committee shall be owners of Lots in the Subdivision. The three (3) nominees receiving the most votes shall serve as members of the Committee. Each Lot shall be entitled to one vote in the election for members of the Committee. Joint owners of a Lot shall have one vote. If a person or entity owns more than one Lot, they shall have one vote for each Lot.
- C. **Frequency of Elections** After Declarant is no longer the Committee, elections for the Committee shall be held annually on the first day of March of each year at a meeting called for that purpose or on such other date as the Committee may determine. At least twenty-four hours notice of the meeting shall be given by telephone or by mail to all Lot owners by the Committee. Upon the death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor who shall remain on the Committee until the next annual election.
- D. **Meetings of the Committee.** Members of the Committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the Committee and who shall be responsible for all correspondence. The chairman as required to transact business may call meetings of the Committee at any time, and the Committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The decisions of the Committee shall be made by majority vote.
- E. **Time Limits.** Within thirty days after receiving a written request for approval of plans or other approval as provided herein, the Committee shall either approve or disapprove the request in writing. In the event, the Committee fails to approve or disapprove in such period of time, approval shall not be required, and the related covenants shall be deemed to have been fully complied with. If the request for approval is rejected because of non-compliance with the Covenants, the reasons therefore shall be stated. Committee decisions shall not be arbitrary or capricious.
- F. **Variance** Upon written request, the Committee may, in its sole discretion, vary the limitations contained in the Covenants when strict compliance with the Covenants would result in hardship on a Lot Owner, but only to the extent that the requested variance is consistent with the intent and purpose of the Covenants which is to insure a Subdivision that is aesthetically attractive and a highly desirable residential area. The Committee shall approve or disapprove the request for variance within forty-five days of the receipt thereof. Failure of the Committee to approve or disapprove a request for a variance within forty-five days shall not be deemed approval nor waive the requirement for approval.
- G. **Immunity of the Committee** To the maximum extent permitted by law, Declarant and the Committee shall be immune from liability for its acts or omissions including but not limited to, negligent acts or omissions.

ARTICLE XIV EXCLUSIVE BUILDER

- A. **Exclusive Builder** Pro Built Homes, Inc. DBA Perfect Painting has exclusive building rights in the Castle Heights Estates Subdivision. Purchasers/Landowners may not hire any other building contractor to construct structures or make improvements on any lot. All and any subcontractors working on projects in the Castle Heights Estates Subdivision must be approved by Pro Built Homes, Inc. DBA Perfect Painting. At any given time Pro Built Homes, Inc. DBA Perfect Painting may reserve the right to sell lots to other builders or homeowners at this time the exclusive building rights will be removed from that particular lot.
- B. Purchasers cannot purchase lot with the intent of resale. All purchasers must have the intent to construct their primary residence on the lot(s) being purchased.

ARTICLE XV GENERAL PROVISIONS

- A. **Covenants Run with Land.** These Covenants shall run with the land and shall be binding upon all Lot Owners, their heirs, trustees, successors and assigns. These Covenants shall run with the land and

shall be binding upon all persons claiming under them for a period of twenty five years from the date of this Declaration. These Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by eighty (80) percent of the then owners of the Lots has been recorded, agreeing to amend or repeal these Covenants.

B. Enforcement. The Committee or any Owner may enforce these Covenants. Enforcement of these Covenants shall be proceeding at law or in equity (i) against any person or persons violating or attempting to violate any Covenant, either to restrain or enjoin violation or to recover damages, (ii) against any Lot to enforce any lien or Covenant by this Declaration, or (iii) both.

1. Before the Committee may bring an action to enforce the Covenants, the Committee shall first afford the person or persons violating or attempting to violate any Covenant the following processes:
 - a. Notice The Committee shall provide written notice of the violation to the Owner(s) of the Lot at issue, and that the violation (s) must be corrected within thirty (30) days or a hearing demanded by the alleged violator before the Committee to contest the existence of the violation.
 - b. Hearing If the alleged violator desires a hearing to contest the existence of the violation, they shall make a demand for the same, in writing, delivered to the Committee on or before ten (10) days from the date of the mailing of the notice of violation. The hearing shall be informal in nature and shall be conducted by the Committee or its designee at a date and time chosen by the Committee, usually at its next regularly scheduled meeting. The Committee shall provide written notice of the date and time for such hearing to the person or persons requesting such hearing.
 - c. Decision Within a reasonable time after the conclusion of a hearing, the Committee shall render a determination as to the existence or nonexistence of the violation. If the Committee determines there is a violation or an attempted violation of any Covenant, the Committee may proceed to enforce the Covenant in the manner as set forth herein.
2. In the event any proceeding at law or in equity is brought and successfully prosecuted by the Committee or any Owner to enforce these Covenants, the Committee shall be entitled to recover damages incurred in enforcement, including liquidated damages in the amount of \$25.00 per day from the date of (i) in the case of Committee, the violator's receipt of the notice of violation, or (ii) in the case of any Owner, the filing of the action. The Committee or Owner shall also be entitled to recover their costs incurred in enforcement, including but not limited to reasonable attorney fees. Under no circumstances shall a party bringing an action to enforce these Covenants be liable for any costs, attorney fees, or expenses incurred by a defending party.
3. Any judgement in favor of the Committee for damages, costs, or attorney fees, shall be a lien in favor of the enforcer against the lot or lots which are the subject of the proceedings and shall be a continuing lien against the lot and an obligation of the Owner and may be enforced as provided by law.
4. The failure or forbearance by the Committee or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. The remedies provided for in this Declaration shall be cumulative and not exclusive.
5. Amendment. These Covenants may be amended by Declaration at any time before Declarant has sold and conveyed seventy two (72) of the Lots in the Subdivision. Once seventy two (72) of the Lots in the Subdivision have been sold and conveyed by Declarant, these Covenants may be amended or altered upon the approval of the owners of 60 % or greater Lots of the Subdivision.
6. City Ordinances. If the City of Gillette imposes any limitations on the use or development of these Lots which is more restrictive than the restrictions imposed by these Covenants, then the more restrictive limitations of the City of Gillette shall take precedence over these Covenants.

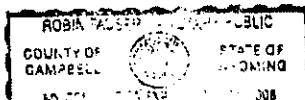
IN WITNESS WHEREOF the undersigned, being DECLARANT herein, has hereunto set its hand and seal this
8 day of August 05.

911094 Book 2361 of PHOTOS
Bryan Miller Dated 8-5-08
Member _____
Dated _____
Member

STATE OF WYOMING)
COUNTY OF CAMPBELL) §

The above and foregoing instrument was acknowledged before me by Bryan Miller 5
day of August 05. 25 member

Witness my hand and official seal.



My commission expires: 5/24/08

Robin Fassero
Notary Public

STATE OF WYOMING)
COUNTY OF CAMPBELL) §

The above and foregoing instrument was acknowledged before me by _____, this _____
day of _____ 05.

Witness my hand and official seal.

Notary Public

My commission expires:

Building Criteria for Castle Heights lots

1. All homes in Castle Heights will reflect a European or New American styling.
2. The minimum square footage requirement on one level will be 1500 sq. ft.
3. The minimum appraised value for the neighborhood will be \$350.000.
4. All roofs must have hips and gables with a minimum of an 8/12 pitch.
5. Bird boxes will be constructed on all gables and shingled.
6. Can lights will be installed in all bird boxes.
7. All homes will have a porch.
8. Front elevation will have a minimum of 30% rock, brick or Dryvit. Stucco will not be allowed.
9. All windows will have grills.
10. All mechanical and plumbing vents will exit out of the rear of the roof.
11. All colors of shingles will have to be approved by the architectural committee and there will be no clay tile shingles, no blue, green or red shingles.
12. All homes will have brick or rock columns at the back of the walk with post lights on top. If home has a side load garage columns will be at driveway corners. If house has front load garage a sidewalk will be installed from the porch to the street and the columns will be installed beside the walk.
13. All garages will be installed on the uphill side of the lot.
14. There will be no steel or vinyl siding.
15. All siding must be James Hardi Plank or other pre finished materials.
16. All soffitt and fascia must be made of a pre finished material and will not be vinyl.
17. There will be no railroad ties used for any landscaping.
18. All decks to be constructed are to be constructed of maintenance free materials
19. All fences are to be of a maintenance free material.
20. Any sidewalk breakage on lot purchased is the responsibility of the owner and will be taken care of before move in. If damage is not taken care of by owner, The Castle Group will have the damaged repaired and pass on the expense to the owner.
21. All owners will be responsible for maintaining a clean and professional looking site and in such a manner not to detract from the overall appearance of the development.
22. Owners will also be responsible for keeping the streets clean from all construction traffic.
23. Owners will not be allowed to use adjacent land in the developed area without permission.
24. Construction dumpsters on site are for Pro Built Homes use only and no dumping in those dumpsters will be allowed nor on the site. Owners are responsible for the hauling away of all construction materials related to the construction project.
25. All lots are to be constructed on in 6 months. One sixth month extension will be permitted upon request. After one year, if you are unable to construct, the lot must be sold and all required building criteria and covenants will be disclosed and enforced upon new land owner. Lots that are being offered for sale by the Castle Group are not intended for investment purposes but are intended for immediate home construction.
26. All house plans must be submitted to the architectural committee for review with the following information before construction begins: Exterior color schemes, masonry materials, deck materials, siding, soffitt and fascia materials, future fence, final grade and landscape plans.

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 CORRECTED B2387 P395 7F
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 BY PRO BUILT HOMES, INC.
 A WYOMING CORPORATION,
 OF THE LANDS TO BE KNOWN AS:

916154

CASTLE HEIGHTS ESTATES

THIS DECLARATION is made on the date hereinafter set forth by Pro Built Homes, Inc., herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Campbell County, State of Wyoming, more particularly described as follows:

A tract of land situated in the **legal description here:**
 Tract 1 of The Bluffs Subdivision, Filing No. 3, Phase 2, Campbell County, Wyoming, according to the official plat thereof filed for record June 9, 1998 in book 6 of Plats, page 151 of the records of Campbell County, Wyoming.
 EXCEPTING there from the following parcel of land:

A parcel of land located in Tract 1 of the Bluffs Subdivision Filing 3, Phase 2, Campbell County, Wyoming, and being more particularly described as follows: Commencing at the southwesterly corner of said Tract 1 and the true point of beginning; thence N03°02'04"E along the westerly boundary of Tract 1 a distance of 58.71 feet to a point on the proposed northerly right of way line of Lakeway Road; thence along said proposed northerly right of way through a circular curve concave to the north and having a radius of 1,597.02 feet, a central angle of 11°54'11", a chord length of 331.18 feet and a chord bearing of N89°14'19"E; thence continuing along said right of way N83°17'13"E a distance of 36.88 feet; thence continuing along said right of way through a circular curve concave to the south having a radius of 1,677.02 feet, a ventral angle of 15°03'58", a chord length of 439.71 feet and a chord bearing of S89°10'48"E, to the point of intersection with the existing northerly right of way of Lakeway Road; thence along said existing northerly right of way through a circular curve concave to the south and having a radius of 845.97 feet, a central angle of 16°15'32", a chord length of 239.26 feet and a chord bearing of S85°06'57"W; thence continuing along said right of way S76°56'51"W a distance of 129.78 feet; thence continuing along said right of way through a circular curve concave to the north having a radius of 1,110.72 feet a central angle of 23°09'29", a chord length of 445.89 feet and a chord bearing of S88°31'36"W to the point of intersection with the westerly boundary of the aforementioned Tract 1 to the true point of beginning.

More particularly described as Block 1, Lot 1A, Castle Heights Estates, Phase 1 - Block 1, Lot 1B, Castle Heights Estates, Phase 1 - Block 1, Lot 2A, Castle Heights Estates, Phase 1 - Block 1, Lot 2B, Castle Heights Estates, Phase 1 - Block 1, Lot 3A, Castle Heights Estates, Phase 1 - Block 1, Lot 3B, Castle Heights Estates, Phase 1 - Block 1, Lot 4A, Castle Heights Estates, Phase 1 - Block 1, Lot 4B, Castle Heights Estates, Phase 1 - Block 1, Lot 5A, Castle Heights Estates, Phase 1 - Block 1, Lot 5B, Castle Heights Estates, Phase 1 - Block 1, Lot 6, Castle Heights Estates, Phase 1 - Block 1, Lot 7, Castle Heights Estates, Phase 1 - Block 1, Lot 8, Castle Heights Estates, Phase 1 - Block 1, Lot 9, Castle Heights Estates, Phase 1 - Block 2, Lot 4, Castle Heights Estates, Phase 1, Block 2, Lot 5, Castle Heights Estates, Phase 1 - Block 2, Lot 6, Castle Heights Estates, Phase 1 - Block 2, Lot 7A, Castle Heights Estates, Phase 1 - Block 2, Lot 7B, Castle Heights Estates, Phase 1 - Block 2, Lot 8A, Castle Heights Estates, Phase 1 - Block 2, Lot 8B, Castle Heights Estates, Phase 1 - Block 2, Lot 9A, Castle Heights Estates, Phase 1 - Block 2, Lot 9B, Castle Heights Estates, Phase 1 - Block 2, Lot 10A, Castle Heights Estates, Phase 1 - Block 2, Lot 10B, Castle Heights Estates, Phase 1 - Block 3, Lot 4, Castle Heights Estates, Phase 1, Block 3, Lot 5, Castle Heights Estates, Phase 1 - Block 3, Lot 6, Castle Heights Estates, Phase 1 - Block 3, Lot 7, Castle Heights Estates, Phase 1 - Block 3, Lot 8, Castle Heights Estates, Phase 1 - Block 3, Lot 9, Castle Heights Estates, Phase 1 - Block 3, Lot 10A, Castle Heights Estates, Phase 1 - Block 3, Lot 10B, Castle Heights Estates, Phase 1 - Block 3, Lot 11A, Castle Heights Estates, Phase 1 - Block 3, Lot 11B, Castle Heights Estates, Phase 1 - Block 3, Lot 12A, Castle Heights Estates, Phase 1 - Block 4, Lot 2B, Castle Heights Estates, Phase 1 - Block 4, Lot 8, Castle Heights Estates, Phase 1 - Block 4, Lot 9, Castle Heights Estates, Phase 1 - Block 4, Lot 10, Castle Heights Estates, Phase 1 - Block 4, Lot 11, Castle Heights Estates, Phase 1 - Block 4, Lot 12, Castle Heights Estates, Phase 1 - Block 4, Lot 13, Castle Heights Estates, Phase 1, Castle Heights Estates P1

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Said tract of land contains **30.58 acres**, more or less, subject to all rights, restrictions and reservations and/or easements of sight and record.

WHEREAS, all of the lands described above are embraced in the Subdivision known as Castle Heights Estates, Lots 1-72,

(The subdivision) in the City of Gillette, Campbell County, Wyoming. The Subdivision is platted and shall be recorded in the office of the County Clerk and Ex-Officio Registrar of Deeds of Campbell County, Wyoming on the same date of recording of this instrument. The Plat is incorporated by reference in this Declaration as if set forth in full herein, with an executed copy attached hereto and incorporated herein as **Exhibit "A"** for reference purposes; and

WHEREAS, it is the intention of the Declarant that the lands located in this Subdivision shall be developed and maintained as a highly desirable residential area; and

WHEREAS, Declarant shall convey the said real property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby pronounces that all of the real property 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 real property or any part thereof, their heirs, trustees, successors and assigns, and shall inure to the benefit and burden of each owner thereof, and which are intended not to be merely personal; and

All of the Lots of the Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitude's and covenants (collectively, the "Covenants"). Each and every covenant is for the benefit and burden of the entire Subdivision and the benefit and burden of every landowner therein. These Covenants shall be binding on all owners of land in the Subdivision and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These Covenants are imposed pursuant to a general plan for the improvement and benefit of the Subdivision; and

All owners, each and every one, shall have the right to enforce these Covenants as they are imposed upon each Lot and owner. These Covenants are imposed upon the Subdivision as a whole.

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ARTICLE I. DEFINITIONS

- A. **"Castle Heights Estates"** and **"Subdivision"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants, conditions, and restrictions.
- B. **"Property"** or **"properties"** or **"premises"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants, conditions, and restrictions.
- C. **"Covenants"** shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.
- D. **"Declarant"** shall mean and refer to **Pro Built Homes, Inc.**, its agents, members, successors, and assigns.
- E. **"Owner"** or **"Lot 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 Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.
- F. **"Lot"** or **"Lots"** shall mean and refer to any tract, tracts, plot, or plots of land shown upon any recorded subdivision plat of **Castle Heights Estates** with the exception of common areas, if any, and streets therein.
- G. **"Vehicle"** shall be defined as any device designed to operate on wheels or runners for transporting persons or objects.
- H. **"Committee"** shall refer to the Architectural Control Committee.
- I. **"Permanent Storage"** shall mean parking, placing or locating an object in a location, or approximately the same location, for greater than 60 days.

ARTICLE II. NATURE AND PURPOSE OF COVENANTS

- A. **Castle Heights Estates** shall be made up of at least twenty five (25) R-2 lots ranging in size of approximately 6,000 – 10,000 sq. ft and forty-eight (47) R-S lots ranging in size of approximately 15,000+ sq.ft. per lot. The Covenants set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Property to enhance the value, desirability and attractiveness of the Lots for the benefit of all owners of Lots therein. These Covenants are imposed upon Declarants, and upon the owners of all Lots, homeowners, landowner's association, and/or the equivalent. Said Covenants are for the benefit and burden upon and a benefit not only to the original owner of each Lot, but also their heirs, trustees, successors and assigns. All such Covenants are intended as and hereby declared to be Covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III USE OF RESIDENTIAL LOTS

- A. Each Lot within Castle Heights Estates shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations of the City of Gillette, Campbell County, Wyoming, in effect on the date that said construction, improvement, use or occupation begins. No Owner shall seek to modify the current zoning of the Lot compromising Castle Heights Estates, which Lots are zoned R-S and R-2.
- B. During Construction, the Declarant reserves the right to all streets, drives, boulevards, and other roadways, and all easements as it relates to the construction activities of all public improvements, house construction, parking and storage of construction vehicles as well as the proper movement of traffic.
- C. It is further expressly agreed and understood that Declarant, its successors and assigns may use any of the lots in the subdivision for a sales office, a model home or model homes, and parking related to such sales office and model homes. Any portion of the subdivision, excluding streets, drives, boulevards and other

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roadways, may be used for sales offices and/or sales purposes. At the time the subdivision has been built out such portable sales offices will be removed and model homes will be sold to residents. The park area as designated on the Subdivision Plat shall not be developed or structures placed on such lands except as consistent with recreational park facilities and only as approved by the Committee. It will be permissible to re-subdivide two or more Lots such that the resulting Lots are all larger than the prior Lots which comprised the re-subdivision. Any re-subdivision process must be permitted through the City and shall be subject to all rules, regulations and requirements imposed by the City. Before plans are submitted to the City the Committee must approve.

ARTICLE IV. CONSTRUCTION

A. Dwelling Size

R-S lots. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,000 square feet above ground. All construction, including utilities, shall meet the building codes for the City of Gillette, Campbell County, Wyoming, on the date of commencement of the said construction. All utilities serving the dwelling or any other improvement shall be buried.

R-2 lots The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage of 1,000 square feet above ground. All construction, including utilities, shall meet the building codes for the City of Gillette, Campbell County, Wyoming on the date of commencement of the said construction. All utilities serving the dwelling or any other improvements shall be buried.

B. Construction All dwellings shall be completed and ready for occupancy within twelve (12) months after construction begins. All dwellings shall be "stick built" and constructed on site. No mobile homes or modular or prefabricated dwellings may be placed on the Lots. On the Pro Built Homes, Inc. exclusive lots Pro Built Homes will be the sole general contractor to perform all building operations and hiring of subcontractors.

C. Storage Sheds All storage sheds shall be finished with similar materials of the existing dwelling and shall be located to the rear of home within the fenced yard.

D. Exterior Finishes All exterior materials shall be maintenance free materials such as brick, natural stone, cultured stone, pre-finished concrete board siding or any combination thereof. The front of the home is required to have at least 30% brick, natural stone, dryvit, cultured stone, or some masonry finish. Stucco is not an acceptable finish. All exterior windows will have grids between the glass and keep consistency in style. All roofs shall consist of earthenite (including black) asphalt shingles or composite shingles. All exposed flashing materials shall be of copper or painted to match brick, roof, or trim color, whichever is most appealing and is the best blend of colors. All roof vents and wireless towers shall be painted to match roof shingles. All buildings and structures shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area.

C. Flues and Vents Unless otherwise approved by the Committee, all flues and vents shall exit the roof of a dwelling on the rear side of the roof rather than on the street side of the roof.

D. Land Use and Building Type. All R-S Lots shall be used only for single-family residential purposes. All R-2 Lots shall be used for attached single family dwellings. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling for R-S lots and one dual family dwelling for R-2 lots not to exceed two and one-half stories in height, and a private garage for not less than two cars. Detached buildings shall be constructed in a like manner to the residence with the same architectural design, and the same siding, roof, window, and door design as the residence. Detached buildings shall not exceed fifty percent (50%) of the "foot print" square footage of the principal dwelling.

E. Dwelling Valuation/Size All dwellings constructed on the R-S Lots in the Subdivision shall be constructed so that they have a minimum finished square footage of at least 1,500 square feet above ground. All dwellings constructed on the R-2 Lots in the Subdivision shall be constructed so that they have a minimum finished square footage of at least 1,000 square feet above ground.

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At the time that the plans and specifications for the dwelling are submitted to the Committee, the party seeking approval shall submit to the Committee the copy of an appraisal or plans in a form acceptable to the Committee showing compliance with the minimum square footage requirement. All dwellings constructed on any Lot shall be constructed so that they shall have a minimum appraised value (including the value of the Lot) upon completion of at least \$350,000.00. It is required that the Lot owner submit architectural and or engineering drawings and obtain the Committee approval in writing prior to commencing any construction of any structure. The drawings must include exterior color schemes, landscaping and surface water drainage plans.

F. **Architectural Control** No building, fence, wall or other structure may be constructed, erected or placed on any Lot until the plans, specifications, and design for the building or structure; and a plan showing the location of the building or structure have been approved by the Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and buildings, location with respect to topography and finished grade elevation, and compliance with these Covenants. No fences or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line established herein.

G. **Fences/Walls** All fences, walls, and retaining walls must be built with quality prefinished materials and erected and maintained in such a manner so as not to otherwise detract from the appearance of the property and will meet the City of Gillette requirements. Any materials and locations must be approved by the Committee. Fences, hedges or walls shall generally be located on property lines and shall not extend into the front of the residence/dwelling building, without approval of the Committee. Retaining walls shall be constructed with only stone, concrete or masonry materials.

H. **Building Locations** All structures shall meet the locations and setbacks required by the appropriate zoning.

I. **Waste Storage and Disposal** No Lot shall be used or maintained as a dumping ground or gathering place for rubbish, trash or garbage. Waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition and shall be stored out of view. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All construction sites shall be kept orderly and debris contained. Construction shall be constructed in a manner not to disturb completed neighboring properties.

J. **Occupancy** No residence/dwelling shall be occupied until the exterior construction is entirely completed and all utilities have been installed and operable and a certificate of occupancy has been issued by the City of Gillette Building Department.

K. **Temporary Structure** No structure of a temporary character, including but not limited to a trailer, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No building materials shall be stored on any Lot for a period of longer than ninety (90) days unless substantial construction is actually in progress. Designated construction storage areas shall be assigned during development.

L. All communication towers/dishes or similar structures shall be placed on the residence/dwelling. Dishes shall not be greater than 2 feet in diameter and towers shall be no longer than 4 feet. The Committee must approve all dishes and towers.

M. All Lot owners must maintain the entire property at all time prior to construction. Such maintenance shall include but not be limited to keeping the property mowed and free of weeds.

N. **Soil Analysis** The purchaser and owner of any Lot in the Subdivision shall be responsible for obtaining and reviewing soil reports related to the Lot and engaging a Professional Engineer with geotechnical expertise to evaluate the soil conditions. Soil reports have been completed as required by the City of Gillette and copies may be obtained from the Builder. Lot Owners shall not rely upon the soils reports on file with the City of Gillette as their sole source of geotechnical and soils information for determining appropriate design or improvements.

O. **Driveways** All driveways shall be composed of concrete. Circular driveways shall be paved from the street to the garage with concrete, stamped and stained concrete or paving stone. Driveways shall be at least 12 feet in width from the street to the property line. The Lot Owner shall maintain driveways. The Committee shall approve driveways before construction begins. The Committee shall approve the plan for construction of the intersection of the driveway and the public walkway along appropriate drives. The public walkway and existing streets shall be maintained throughout construction.

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ARTICLE V
COMMERCIAL USE

- A. No part of Castle Heights Estates shall be used or caused to be used for any commercial business including but not limited to manufacturing, mercantile storing, vending, and repair or storage garage or construction storage. Construction storage will be permitted while subdivision is under construction and on site job trailers shall be allowed while subdivision is being constructed. All construction sites shall be kept in an orderly manner.
- B. Home based businesses must be approved by the Committee and must be in compliance with applicable city ordinances. Garages will not be allowed to be used as storefronts.

ARTICLE VI
SUB-SURFACE USE

- A. **Surface Utilization** Mineral rights have been severed from the surface within the Subdivision.
- B. **Mineral Exploration, Development, or Production** No surface exploration shall be allowed within the subdivision boundaries.

ARTICLE VII
WATER SUPPLY

- A. Each Lot Owner shall utilize as their potable water source, water supplied by the City of Gillette, Campbell County, Wyoming. Water shall be individually metered. The owner of each lot shall be responsible for installing the utilities on their Lot, and said installation shall be the cost of the owner of such tract.

ARTICLE VIII
VEHICLES

- A. No inoperable and/or unlicensed vehicle shall be exposed on any Lot in excess of one (1) week. No recreational vehicles, boats, trailers, campers, or commercial trucks (commercial trucks defined as those requiring CDL and over 26,000 in weight) shall be parked either on any street in the Subdivision or on any Lot in the Subdivision except within the building setback lines, except for those on construction sites. Operable recreational vehicles or trailers may be stored on the site for more than 72 hours only if they are on asphalt or concrete behind a side yard fence. Such asphalt or concrete location may be used as a permanent storage location, and any such storage shall be done in such a manner so as to be inoffensive. Permanent storage for recreational vehicles including but not limited to the following; boats, trailers, camp trailers, recreational vehicles, motorcycles, snowmobiles shall be stored on a permanent paved surface behind fences.

ARTICLE IX
WATER DRAINAGE

- A. Each Lot Owner shall be responsible for insuring that water drainage is continuous and adequate. Individual Lot landscaping and topography should not adversely impact other Lots or roadways within the Subdivision, or adjoining lands dedicated to the public.
- B. The amount of surface water traversing the property is subject to the intensity and duration of rainfall and will vary according to the terrain and location. Each parcel owner should locate all buildings and establish building elevations in consideration of these factors. The developer makes no representation or warranty concerning the amount of surface water that will traverse any parcel during periods of peak storm water runoff. Furthermore, the developer shall not be liable for any claims of any kind or character resulting from storm water inundation of any residence or structure for any reason.

ARTICLE X
UTILITY ACCESS

- A. Lot Owners shall allow utility access for the reading of meters or other measuring devices, and for installation access or maintenance access of any an utilities, whether public or private, installed in Castle Heights Estates. Easements for the installation and maintenance of utilities and drainage facilities are reserved as

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shown on the recorded plat. (See Exhibit "A" for reference to sanitary sewer location.) Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XI OFFENSIVE ACTIVITY

A. No animals may be kept except dogs, cats, and other household pets. They shall be kept in area which is adequately fenced, to the side or rear of the dwelling. All pet areas shall be maintained in a clean and sanitary condition so as to not be offensive to other Lot owners. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which is or may become a nuisance in the neighborhood. Any condition determined by the Committee to be offensive shall be corrected upon notification to the offending Owner within thirty (30) days. Any existing ordinances of the City of Gillette relating to the ownership and control of dogs or other pets shall be applicable to the subdivision. The discharge of firearms on any part of the subdivision is specifically prohibited.

ARTICLE XII ESTHETIC MAINTENANCE

A. **Signs.** No signs of any kind shall be displayed to public view on any Lot except for the following One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, may be permitted on each Lot. Signs for temporary events, including but not limited to garage sale, temporary political signs during election periods posted in the lot and must be taken down no later than 2 days after the election or event. Signs indicating security protection shall be permitted. Security signs shall be no larger than one square foot.

B. **Landscaping.** Each front yard and side yards visible from a public street shall be sodded or hydro seeded and landscaped to the rear of structure. All rear yards not visible from a public street shall, at a minimum, be seeded by broadcast seeding. Two (2) trees, acclimated to the climate in Gillette, Wyoming area shall be planted and maintained in the front or side yard of each Lot. Maintenance of the trees shall be the responsibility of the Owner. These requirements shall be met within 6 months after the occupancy of the dwelling on the Lot unless an extension of time is requested of, and granted by the Committee.

C. **Exterior Maintenance** Each individual R-S Lot Owner shall be obligated to provide exterior maintenance of his own Lot/Structure and to include but not limited to painting, mowing and trimming the entire area of the Lot; and to adequately irrigate the landscaped portions of the Lot; and to not allow trash or garbage of any kind to accumulate. If an Owner of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Committee, the Committee by a vote of at least two-thirds, shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this Article to enter upon the parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements thereon. The cost of such exterior maintenance shall become a debt to the Owner of the Lot and the Committee may enforce the debt by lien, foreclosure, or other judicial remedy.

Those R-2 Lot Owners residing in the Villas at Castle Heights shall pay dues to a HOA permitting their maintenance, mowing, and snow removal to be performed by a hired contractor(s). In the event, HOA dues are not current maintenance shall not be provided. Access to the yard at the rear of the home shall be permitted by lot owner for general maintenance. Home Owners Association dues shall be reviewed and evaluated on a yearly basis and the amount shall be adjusted accordingly if necessary.

D. **Telephone, Electrical and Utility Wires.** All telephone, electrical and other utility wires and/or cables shall be placed underground from the main trunk lines to each principal residence and /or improvement.

ARTICLE XIII. ARCHITECTURAL CONTROL

A. **Initial Committee.** The Committee will be established and will consist of at least three (3) members and no more than seven (7) members. The three (3) members of the Declarant shall be the Architectural Control Committee under this Declaration of Covenants until such time as all of the Lots in the Subdivision

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have been sold and conveyed by the Declarant or until Declarant resigns as the Committee, whichever date occurs first. At the time all of the Lots in the Subdivision have been sold and conveyed by the Declarant the Owners of the Lots in the Subdivision shall elect a Committee or Committee member(s) under the provisions of this Article.

- B. **Election of Members.** The Committee shall always consist of at least two (2) persons. The members of the elected Committee shall be owners of Lots in the Subdivision. The three (3) nominees receiving the most votes shall serve as members of the Committee. Each Lot shall be entitled to one vote in the election for members of the Committee. Joint owners of a Lot shall have one vote. If a person or entity owns more than one Lot, they shall have one vote for each Lot.
- C. **Frequency of Elections** After Declarant is no longer the Committee, elections for the Committee shall be held annually on the first day of March of each year at a meeting called for that purpose or on such other date as the Committee may determine. At least twenty-four hours notice of the meeting shall be given by telephone or by mail to all Lot owners by the Committee. Upon the death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor who shall remain on the Committee until the next annual election.
- D. **Meetings of the Committee.** Members of the Committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the Committee and who shall be responsible for all correspondence. The chairman as required to transact business may call meetings of the Committee at any time, and the Committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The decisions of the Committee shall be made by majority vote.
- E. **Time Limits.** Within thirty days after receiving a written request for approval of plans or other approval as provided herein, the Committee shall either approve or disapprove the request in writing. In the event, the Committee fails to approve or disapprove in such period of time, approval shall not be required, and the related covenants shall be deemed to have been fully complied with. If the request for approval is rejected because of non-compliance with the Covenants, the reasons therefore shall be stated. Committee decisions shall not be arbitrary or capricious.
- F. **Variance** Upon written request, the Committee may, in its sole discretion, vary the limitations contained in the Covenants when strict compliance with the Covenants would result in hardship on a Lot Owner, but only to the extent that the requested variance is consistent with the intent and purpose of the Covenants which is to insure a Subdivision that is aesthetically attractive and a highly desirable residential area. The Committee shall approve or disapprove the request for variance within forty-five days of the receipt thereof. Failure of the Committee to approve or disapprove a request for a variance within forty-five days shall not be deemed approval nor waive the requirement for approval.
- G. **Immunity of the Committee** To the maximum extent permitted by law, Declarant and the Committee shall be immune from liability for its acts or omissions including but not limited to, negligent acts or omissions.

ARTICLE XIV EXCLUSIVE BUILDER

- A. Exclusive Builder Pro Built Homes, Inc. DBA Perfect Painting has exclusive building rights in the Castle Heights Estates Subdivision. Purchasers/Landowners may not hire any other building contractor to construct structures or make improvements on any lot. All and any subcontractors working on projects in the Castle Heights Estates Subdivision must be approved by Pro Built Homes, Inc. DBA Perfect Painting. At any given time Pro Built Homes, Inc. DBA Perfect Painting may reserve the right to sell lots to other builders or homeowners at this time the exclusive building rights will be removed from that particular lot.
- B. Purchasers cannot purchase lot with the intent of resale. All purchasers must have the intent to construct their primary residence on the lot(s) being purchased.

ARTICLE XV GENERAL PROVISIONS

- A. **Covenants Run with Land.** These Covenants shall run with the land and shall be binding upon all Lot Owners, their heirs, trustees, successors and assigns. These Covenants shall run with the land and

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shall be binding upon all persons claiming under them for a period of twenty five years from the date of this Declaration. These Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by eighty (80) percent of the then owners of the Lots has been recorded, agreeing to amend or repeal these Covenants.

B. Enforcement. The Committee or any Owner may enforce these Covenants. Enforcement of these Covenants shall be proceeding at law or in equity (i) against any person or persons violating or attempting to violate any Covenant, either to restrain or enjoin violation or to recover damages, (ii) against any Lot to enforce any lien or Covenant by this Declaration, or (iii) both.

1. Before the Committee may bring an action to enforce the Covenants, the Committee shall first afford the person or persons violating or attempting to violate any Covenant the following processes:
 - a. Notice The Committee shall provide written notice of the violation to the Owner(s) of the Lot at issue, and that the violation(s) must be corrected within thirty (30) days or a hearing demanded by the alleged violator before the Committee to contest the existence of the violation.
 - b. Hearing If the alleged violator desires a hearing to contest the existence of the violation, they shall make a demand for the same, in writing, delivered to the Committee on or before ten (10) days from the date of the mailing of the notice of violation. The hearing shall be informal in nature and shall be conducted by the Committee or its designee at a date and time chosen by the Committee, usually at its next regularly scheduled meeting. The Committee shall provide written notice of the date and time for such hearing to the person or persons requesting such hearing.
 - c. Decision Within a reasonable time after the conclusion of a hearing, the Committee shall render a determination as to the existence or nonexistence of the violation. If the Committee determines there is a violation or an attempted violation of any Covenant, the Committee may proceed to enforce the Covenant in the manner as set forth herein.
2. In the event any proceeding at law or in equity is brought and successfully prosecuted by the Committee or any Owner to enforce these Covenants, the Committee shall be entitled to recover damages incurred in enforcement, including liquidated damages in the amount of \$25.00 per day from the date of (i) in the case of Committee, the violator's receipt of the notice of violation, or (ii) in the case of any Owner, the filing of the action. The Committee or Owner shall also be entitled to recover their costs incurred in enforcement, including but not limited to reasonable attorney fees. Under no circumstances shall a party bringing an action to enforce these Covenants be liable for any costs, attorney fees, or expenses incurred by a defending party.
3. Any judgement in favor of the Committee for damages, costs, or attorney fees, shall be a lien in favor of the enforcer against the lot or lots which are the subject of the proceedings and shall be a continuing lien against the lot and an obligation of the Owner and may be enforced as provided by law.
4. The failure or forbearance by the Committee or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. The remedies provided for in this Declaration shall be cumulative and not exclusive.
5. Amendment. These Covenants may be amended by Declaration at any time before Declarant has sold and conveyed seventy two (72) of the Lots in the Subdivision. Once seventy two (72) of the Lots in the Subdivision have been sold and conveyed by Declarant, these Covenants may be amended or altered upon the approval of the owners of 60 % or greater Lots of the Subdivision.
6. City Ordinances. If the City of Gillette imposes any limitations on the use or development of these Lots which is more restrictive than the restrictions imposed by these Covenants, then the more restrictive limitations of the City of Gillette shall take precedence over these Covenants.

IN WITNESS WHEREOF the undersigned, being DECLARANT herein, has hereunto set its hand and seal this
7 day of July 2008

Pro Built Homes, Inc.

Bryan Miller
Member

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Member _____ Dated _____

STATE OF WYOMING)
)
COUNTY OF CAMPBELL) \$

The above and foregoing instrument was acknowledged before me by *Bryan Miller* this 7
day of July 2008 Owner

Witness my hand and official seal.

Robin Fassero
Notary Public

My commission expires: 5/24/2012

STATE OF WYOMING)
)
COUNTY OF CAMPBELL) \$

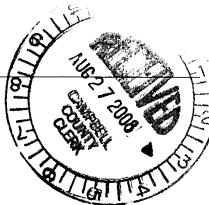


The above and foregoing instrument was acknowledged before me by _____, this _____
day of _____ 05.

Witness my hand and official seal.

Notary Public

My commission expires:



916154 Recorded on 8/27/2008 at 3:30:00
Book 2387 of PHOTOS
Susan F. Saunders, Campbell County Clerk

Fee 36.00
Pages 190 to 199
by: C. KLINGLER

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