

435512

PROTECTIVE COVENANTS FOR  
WESTOVER HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned WYORCO INVESTMENT COMPANY, the owner of Westover Hills Sub-division, does hereby declare that said property and the whole thereof shall be subject to the following covenants, conditions, and restrictions which shall run with the land and be for the benefit thereof, to-wit:

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural and Landscape Control Committee.

An Architectural and Landscape Control Committee is hereby established. It shall consist of three members, and shall initially be composed of John M. Rex, Gary Hughes and Al Paulson. A Majority of the Committee may designate a representative to act for it. In case of the death or resignation of any member (s) of the Committee the remaining member (s) shall have full authority to designate a successor (s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing. However, the membership of the Committee after three years from the date of the first sale or when thirty percent (30%) of the lots are sold, whichever comes first, shall be composed of two (2) members of WYORCO and one (1) member from the individual lot owners with selection being made by an annual vote of all then lot owners. After seventy-five percent (75%) of the lots are sold then the Committee

Ann. 586-328

STATE OF WYOMING } ss.  
 Campbell County

Filed for record this 16th day of Sept A. D., 1980 at 9:16 o'clock A. M. and recorded in Book 523  
 of Photos on page 146 Fees \$ 21.50 435512

William E. Adams RECORDED  
 County Clerk x-Office Register of Deeds ABSTRACTED  
 INDEXED  
 CHECKED

By Howard Wilder  
 Deputy

shall be composed of two (2) members from the individual lot owners and one (1) member from WYORCO. WYORCO Investment Company as developers, shall be entitled to participate as one (1) member of the Committee so long as it owns one or more lots.

Section 2. Uses Prohibited Without the Consent of Committee. Unless the Committee has consented in writing, no parts of said property shall be used in any of the following ways:

(a) As a parking or storage place on a permanent basis for trailers, truck campers, boat trailers, snowmobiles, or other off-road vehicles.

(b) As a place to raise domestic animals of any kind except for a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.

(c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

(d) For a second dwelling in the nature of guest houses. However, when same ownership and occupied by either employees or relatives of owner, such may be approved by the Committee.

(e) For fencing except as approved by the Committee.

Section 3. The Committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 50 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules. However, nothing contained herein notwithstanding the function of the Committee is to protect and enhance the architectural integrity of the subdivision and no rules or regulations shall be enforceable which unduly restrict the lot owner from constructing a residence within the bounds of said architectural integrity.

Section 4. A vote of 50 percent of the lot owners within the subdivision can adopt, amend, or repeal such rules.

Section 5. Building Location and Easements.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line, except that on all lots abutting collector and arterial streets no building shall be located nearer than twenty-five (25) feet respectively to the street property lines of said streets.

(b) No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located twenty (20) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line.

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

(d) In no event shall a building be placed upon a lot in violation of the then existing setback requirements of the City of Gillette in existence at the time of construction.

(e) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of

utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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.

f) No single family residence shall be constructed without an attached one car or larger garage.

g) All lots adjoining a fairway shall have a house constructed so that the minimum finished square footage shall be 1,500 square feet on the main living level.

h) All residences constructed in the subdivision shall have exterior colors in earth tones or pastels which have previous to application by approved by the architectural committee.

Section 6. Architectural and Landscape Control

Committee Consent: In all cases in which Architectural Control Committee consent is required the following provisions shall apply:

a) Material Required to be Submitted: Where consent must be acquired by lot owners or any association of owners from the Architectural and Landscape Control Committee, plot plan, plans specifications, and other materials the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent.

b) Architectural and Landscape Control Committee Discretion and Guidelines: The Architectural Control Committee may at its discretion withhold consent with respect to any proposal if the Committee find the proposal would be inappropriate for the particular lot or incompatible with the neighboring property within Westover Hills. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor of which the Architectural Control Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

c) Failure to Act: In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5(a) the Committee shall conclusively be deemed to have consented to the proposal.

d) Effective Period of Consent: Architectural Control Committee consent shall be revoked one year after issuance unless the work has been commenced or the owner has applied for and received an extension of time for the Architectural Control Committee.

## ARTICLE II

### RESTRICTION ON USE OF PROPERTY

Section 1. Use and Occupancy of Private Areas: Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Construction and Alterations of Improvements in Private Areas: No person, association, or owner shall construct or reconstruct any improvement on any lot, make any change in any lot, whether by excavation, fill, alteration or existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a lot unless such person, association, or owner has first obtained the consent thereto of the Architectural Control Committee.

Section 3. Maintenance of Lots: Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.

Section 4. Type of Residence: No residence other than a single family dwelling of original construction ("stick-built") for private use may be constructed on any lot. No mobile home or trailer or other portable may be used as a residence.

Section 5. Temporary Structures. Temporary structures which have been approved by the Architectural Control Committee

shall be permitted on a lot during the period of construction of a dwelling house, however, any such temporary structure shall be removed within 30 days after completion of the dwelling house or one year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in those approved structures.

Section 6. Appearance: All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screen from view from neighboring lots and common areas in a manner approved by the Architectural Control Committee.

Section 7. SIGNS: No signs shall be placed or kept on a lot other than a sign 10"x24" of natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs approved by the Committee shall be used to advertise a unit for sale.

Section 8. Utilities. No above-ground utilities, or open ditches, pipes, or wires shall be used to connect improvements with supplying facilities.

Section 9. Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots, common areas within or private recreational areas.

Section 10. View. The height of improvements or vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Architectural Control Committee shall be the sole judge of the suitability of such heights. If the Architectural Control Committee determines there is such restriction in the view of other lot owners, written notice shall be delivered to the offending owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architectural

Control Committee, the Committee shall enter the offending lot, complete the removal or reduction, charging the owner of the lot reasonable cost for work done. This section is not to be read as justification to create views not present when the lot was originally purchased.

Section 11. Lighting. No exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architectural Control Committee consent.

Section 12. Restrictions. Unless the Committee has consented in writing to a variation, the following restrictions apply:

a) All driveways must be composed of concrete, or asphalt. Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical.

b) All landowners must comply with the laws and regulations of the State of Wyoming, County of Campbell, and any municipality, applicable to fire protection, building constructions, water sanitation, and public health.

c) No more than 12 months construction time shall elapse for the completion of a permanent dwelling.

d) No motorized vehicles other than automobiles may be operated on the property in the project.

e) No firearms shall be discharged upon the property.

### ARTICLE III

#### GENERAL PROVISION

Section 1. Term. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 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 change said covenants in whole or in part.

Section 2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to

restrain violation or to recover damages and may be brought by any property owner in the subdivision.

Section 3. Severability. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

DATED this 4<sup>th</sup> day of February, 1980.

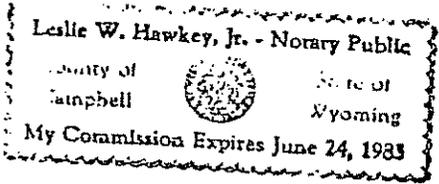
WYORCO Investment Company

By *Jason R. Reed*

By *Gregory H. Reed*

STATE OF WYOMING )  
                                  ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing instrument was acknowledged to before me this 4<sup>th</sup> day of February, 1980.



*Leslie W. Hawkey, Jr.*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

489794

PROTECTIVE COVENANTS FOR COMMERCIAL  
AND MULTI-FAMILY ZONED LOTS IN  
WESTOVER HILLS SUBDIVISION, PHASE I

KNOW ALL MEN BY THESE PRESENTS: That the undersigned WYORCO, a Wyoming joint venture, the owner of Westover Hills Subdivision, Phase I, does hereby declare that said property as described in Exhibit "A" attached hereto shall be subject to the following covenants, conditions, and restrictions which shall run with the land and be for the benefit thereof, to-wit:

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectoral and Landscape Control Committee.

An Architectural and Landscape Control Committee is hereby established. It shall consist of three members, and shall initially be composed of Dale Fullerton, Darryl Lynde, and Al Paulson. A majority of the Committee may designate a representative to act for it. In case of the death or resignation of any member(s) of the Committee the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing. However, the membership of the Committee after three years from the date of the first sale or when thirty percent (30%) of the lots are sold, whichever comes first, shall be composed of two (2) members of WYORCO and one (1) member from the individual lot owners with selection being

made by an annual vote of all then lot owners. After seventy-five percent (75%) of the lots are sold then the Committee shall be composed of two (2) members from the individual lot owners and one (1) member from WYORCO. WYORCO, as developers, shall be entitled to participate as one (1) member of the Committee so long as it owns one or more lots.

Section 2. Uses Prohibited Without the Consent of Committee. Unless the Committee has consented in writing, no parts of said property shall be used in any of the following ways:

(a) As a parking or storage place on a permanent basis for trailers, truck campers, boat trailers, snowmobiles, or other off-road vehicles.

(b) As a place to raise domestic animals of any kind except for a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.

(c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

(d) For a second dwelling in the nature of guest houses. However, when same ownership and occupied by either employees or relatives of owner, such may be approved by the Committee.

(e) For fencing except as approved by the Committee.

Section 3. The Committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 50 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules. However, nothing contained herein notwithstanding the function of the Committee is to protect and enhance the architectural integrity of the subdivision and no rules or regulations shall be enforceable

which unduly restrict the lot owner from constructing a residence within the bounds of said architectural integrity.

Section 4. A vote of 50 percent of the lot owners within the subdivision can adopt, amend, or repeal such rules.

Section 5. Building Location and Easements.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line, except that on all lots abutting collector and arterial streets no building shall be located nearer than twenty-five (25) feet respectively to the street property lines of said streets.

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

(c) In no event shall a building be placed upon a lot in violation of the then existing setback requirements of the City of Gillette in existence at the time of construction.

(d) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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.

Section 6. Architectural and Landscape Control Committee Consent. In all cases in which Architectural Control Committee consent is required the following provisions shall apply:

a) Material Required to be Submitted. Where consent must be acquired by lot owners or any association of owners from the Architectural and Landscape Control Committee, plot plan, plans, specifications, and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent..

b) Architectural and Landscape Control Committee Discretion and Guidelines. The Architectural Control Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular lot or incompatible with the neighboring property within Westover Hills. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor of which the Architectural Control Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

c) Failure to Act. In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5(a) the Committee shall conclusively be deemed to have consented to the proposal.

(d) Effective Period of Consent. Architectural Control Committee consent shall be revoked one year after issuance unless the work has been commenced or the owner has applied for and received an extension of time for the Architectural Control Committee.

Section 7. Party Walls;

- a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.
- c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners, to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- d) Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- e) Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article, shall be appurtenant to the land and shall pass to such owner's successors in title.
- f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this

Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE II

RESTRICTION ON USE OF PROPERTY

Section 1. Use and Occupancy of Private Areas. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Construction and Alterations of Improvements in Private Areas. No person, association, or owner shall construct or reconstruct any improvement on any lot, make any change in any lot, whether by excavation, fill, alteration or existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a lot unless such person, association, or owner has first obtained the consent thereto of the Architectural Control Committee.

Section 3. Maintenance of Lots. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.

Section 4. Type of Residence. Nothing other than original construction may be constructed on any lot. No mobile home or trailer or other portable unit may be used as a residence.

Section 5. Temporary Structures. Temporary structures which have been approved by the Architectural Control Committee shall be permitted on a lot during the period of construction of a dwelling house, however, any such temporary structure shall be removed within 30 days after completion of the dwelling house or one year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in those approved structures.

Section 6. Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and common areas in a manner approved by the Architectural Control Committee.

Section 7. Signs. No signs shall be placed or kept on a lot other than a sign 10"x24" of natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs approved by the Committee shall be used to advertise a unit for sale.

Section 8. Utilities. No above-ground utilities, or open ditches, pipes, or wires shall be used to connect improvements with supplying facilities.

Section 9. Restrictions. Unless the Committee has consented in writing to a variation, the following restrictions apply:

a) All driveways must be composed of concrete, or asphalt. Only one driveway shall be permitted per lot except circular driveways will be permitted where practical.

b) All landowners must comply with the laws and regulations of the State of Wyoming, County of Campbell, and any municipality, applicable to fire protection, building constructions, water sanitation, and public health.

c) No more than 12 months construction time shall elapse for the completion of a permanent dwelling.

d) No motorized vehicles other than automobiles may be operated on the property in the project.

e) No firearms shall be discharged upon the property.

### ARTICLE III

#### GENERAL PROVISION

Section 1. Term. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 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 change said covenants in whole or in part.

Section 2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages and may be brought by any property owner in the subdivision.

Section 3. Severability. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

DATED this 17th day of December, 1980.

WYORCO, a Wyoming joint venture

by James Tweedt  
JAMES TWEEDT

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing instrument was acknowledged to before me this 17th day of December, 1980.  
WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

MULTI-FAMILY LOTS IN  
WESTOVER HILLS SUBDIVISION,  
PHASE I

R-2 Lots

BLOCK 10: Lots 1 to 6, inc.  
BLOCK 11: Lot 1

R-3 Lots

BLOCK 6: Lots 1 to 8, inc.  
BLOCK 7: Lots 1 to 5, inc.  
BLOCK 8: Lots 1 to 4, inc.

R-4 Lots

BLOCK 5: Lots 1, 2 and 3

STATE OF WYOMING

Campbell County

ss.

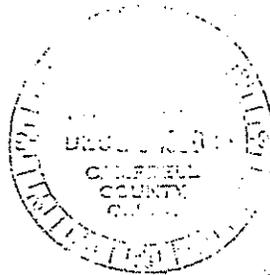
Filed for record this 15th day of December A. D., 180 at 9:42 o'clock A. M. and recorded in Book 536  
of Photos on page 34 Fees \$ 20.25

485784

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

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By Johnnie M. Nelson  
Deputy



503617

MODIFICATION OF  
COVENANT, CONDITIONS AND RESTRICTIONS

AGREEMENT made this 28th day of October, 1981 by and between WYORCO, a joint venture by its authorized partner, herein referred to as GRANTOR, and MEDALLION HOMES, JOHNSON BUILDERS AND HUGHES UNLIMITED, herein referred to as GRANTEES.

GRANTEES are now the owners of the following described real property in Westover Hills Subdivision to the City of Gillette:

Lots 12, 13, 14 and 15 of Block 10  
Lots 2, 3, 4, 5, 6 and 7 of Block 11

GRANTEES have requested GRANTOR to modify the original restrictions filed with the Clerk of Campbell County at Book 523 of Photos at page 146, the right to use the property as hereinafter provided. GRANTOR, as the owner of other real property in Westover Hills Subdivision and in order to be consistent with the zoning change accepted by the City of Gillette has agreed to such modification as hereinafter provided.

GRANTOR and GRANTEES hereby agree that the original restrictive covenants for the lots described above be and the same hereby are changed and modified so that GRANTEES, their heirs and assigns, shall have the right and they are hereby granted the right, to use the property for the R-2 type construction and use consisted with the City of Gillette zoning ordinance, and all other conditions and restrictions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement at Gillette, Wyoming the day and year first above written.

GRANTOR

WYORCO

by Doreen J. Johnston

STATE OF WYOMING }  
Campbell County } ss. **503617**  
Filed for record this 3rd day of Nov.  
A. D., 19 81 at 3:30 o'clock P. M. and re-  
corded in Book 581 of Photos RECORDED  
on page 391 Fees \$ 6.75 ABSTRACTED  
INDEXED  
Checked & Additional CHECKED  
County Clerk and Ex-Officio Register of Deeds  
By Christina J. [Signature]  
Deputy

Can. M.L. 5/26/328

GRANTEES

MEDALLION HOMES

by [Signature]  
by [Signature]

HUGHES UNLIMITED

by [Signature]

JOHNSON BUILDERS

by [Signature]

STATE OF WYOMING

COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 1981 by JOE BANKS and LOY BANK for MEDALLION HOMES.

Mercedes A. Huff - Notary Public  
County of Campbell State of Wyoming  
My Commission Expires Oct. 14, 1981

[Signature]  
NOTARY PUBLIC [Signature] October 14, 1984

STATE OF WYOMING

COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me this 2nd day of October, by Gary H. Johnson for JOHNSON BUILDERS.

CINDY SCHMIDT - Notary Public  
County of Campbell State of Wyoming  
My Commission Expires Oct. 12, 1983

[Signature]  
NOTARY PUBLIC

STATE OF WYOMING

COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me this 2nd day of October, 1981 by D. KEITH HUGHES.

CINDY SCHMIDT - Notary Public  
County of Campbell State of Wyoming  
My Commission Expires Oct. 12, 1983

[Signature]  
NOTARY PUBLIC

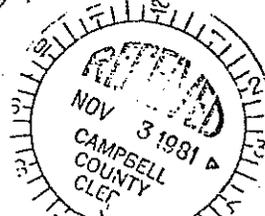
STATE OF WYOMING

COUNTY OF

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 1981 by DALE FULLERTON, authorized partner for WYORCO.

CINDY SCHMIDT - Notary Public  
County of Campbell State of Wyoming  
My Commission Expires Oct. 12, 1983

[Signature]  
NOTARY PUBLIC [Signature]



505012

Book 586 of Photos, page 328  
CORRECTIVE MODIFICATION OF

COVENANT, CONDITIONS AND RESTRICTIONS

TO CORRECT DOCUMENT RECORDED IN BOOK 581 of PHOTOS, PAGE 391

AGREEMENT made this 9th day of November, 1981 by and between WYORCO, a joint venture by its authorized partner, herein referred to as GRANTOR, and MEDALLION HOMES, JOHNSON BUILDERS AND HUGHES UNLIMITED, herein referred to as GRANTEES.

GRANTEES are now the owners of the following described real property in Westover Hills Subdivision to the City of Gillette:

Lots 12A, 12B, 13A, 13B, 14A, 14B, 15A and 15B, of Block 10  
Lots 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, and 7B of Block 11

GRANTEES have requested GRANTOR to modify the original restrictions filed with the Clerk of Campbell County at Book 523 of Photos at page 146, the right to use the property as hereinafter provided. GRANTOR, as the owner of other real property in Westover Hills Subdivision and in order to be consistent with the zoning change accepted by the City of Gillette has agreed to such modification as hereinafter provided.

GRANTOR and GRANTEES hereby agree that the original restrictive covenants for the lots described above be and the same hereby are changed and modified so that GRANTEES, their heirs and assigns, shall have the right and they are hereby granted the right, to use the property for the R-2 type construction and use consistent with the City of Gillette zoning ordinance, and all other conditions and restrictions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement at Gillette, Wyoming the day and year first above written.

GRANTOR  
WYORCO

by *Barbara Julliaton*

STATE OF WYOMING }  
Campbell County } ss. **505012**  
Filed for record this 8th day of December  
A. D., 19 81 at 2:02 o'clock P. M. and re-  
corded in Book 586 of Photos RECORDED  
on page 328 Fees \$ 6.75 ABSTRACTED ✓  
William E. Addison INDEXED ✓  
County Clerk and Ex-Officio Register of Deeds  
By *Donald J. Adams*  
Deputy

GRANTEES

MEDALLION HOMES

by [Signature]  
by [Signature]

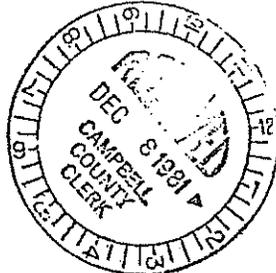
HUGHES UNLIMITED

by [Signature]

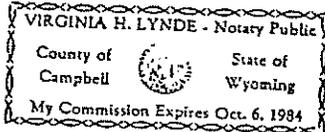
STATE OF WYOMING  
COUNTY OF CAMPBELL

JOHNSON BUILDERS

by [Signature]



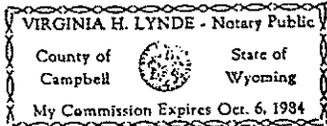
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of November, 1981 by JOE BANKS and LOY BANKS for MEDALLION HOMES.



[Signature]  
NOTARY PUBLIC

STATE OF WYOMING  
COUNTY OF CAMPBELL

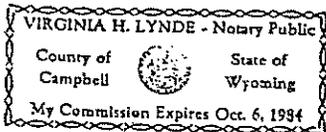
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 1981 by Gary H. Johnson for JOHNSON BUILDERS.



[Signature]  
NOTARY PUBLIC

STATE OF WYOMING  
COUNTY OF CAMPBELL

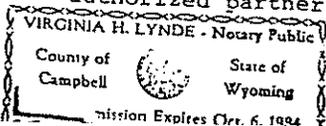
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of November, 1981 by D. KEITH HUGHES for HUGHES UNLIMITED.



[Signature]  
NOTARY PUBLIC

STATE OF WYOMING  
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 1981 by DALE A. FULLERTON, authorized partner for WYORCO.



[Signature]

505102

WESTOVER HILLS DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by WYORCO, a joint venture,  
having an interest in the following described property (Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in  
the City of Gillette, State of Wyoming, which is more particu-  
larly described as

Lots 1-43, Block 5A, and Lots 1-17, Block 5B, of the  
Resubdivision of Lots 1 and 2, of Block 5, Westover Hills  
Subdivision, Phase I, City of Gillette, County of Campbell  
State of Wyoming, according to the official resubdivision  
plat thereof recorded 4th September, 1981 in Book 3 of  
Plats, page 131, of the records of Campbell County, Wyoming.

NOW THEREFORE, Declarant declares that all of the  
Properties 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 desira-  
bility of, and which shall run with, the real property and be  
binding on all parties having any right, title or interest  
in the Properties or any part thereof, their heirs, successors  
and assigns, and shall inure to the benefit of each owner  
thereof.

ARTICLE 1

DEFINITIONS

Section 1. "Owner" means the record owner, whether one  
or more persons or entities, of a fee simple title to any  
Lot which is a part of the Properties, including contract  
sellers, but excluding those having such interest merely as  
security for the performance of an obligation.

Section 2. "Properties" means that certain real property  
described in Exhibit A.

Section 3. "Lots" means any plot of land shown upon any  
recorded subdivision map of the Properties.

Section 4. "Declarant" means WYORCO, their successors and  
assigns if such successors or assigns should acquire more than  
one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

EXTERIOR MAINTENANCE

Each individual Owner shall be obligated to provide exterior maintenance of his own Lot. If an Owner of any Lot in the Properties 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 erected thereon. The cost of such exterior maintenance shall become a debt of the Owner of the lot.

ARTICLE III

USE RESTRICTIONS

Section 1. Enjoyment of Property. The Owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties.

Section 2. In Derogation of Law. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the state of Wyoming, city of Gillette, Campbell county or other applicable governmental body.

Section 3. Pets. Owners shall observe and obey all laws applicable to the residents of Campbell county pertaining to care, control and husbandry of animals and pets.

Section 4. Commercial Activity. There shall be no commercial activity by the Owners.

Section 5. Temporary Structures. No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any Lot at any time as a residence.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the state of Wyoming.

Section 7. Livestock and Poultry. No animals or livestock or poultry or any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept according to the provisions of Section 3 hereof.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. Every Owner, occupant or tenant shall have weekly garbage and refuse removal, as provided by the city of Gillette.

Section 9. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the architectural committee and the local health authority.

Section 10. Oil and Mining Operations. No Oil Drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 11. Water Supply. No individual water supply system shall be permitted on any Lot, unless prior approval for such system is obtained from the architectural committee and all such construction must be in accordance with the rules and regulations of the City of Gillette.

Section 12. Windows and Openings. No windows or opening, to include vents, shall open unto the property or another where a zero lot line wall exists.

Section 13. Distance Between Buildings and Setbacks.

All building set backs will comply with city of Gillette regulations and/or ordinances. Front yard, rear yard and side yard shall not be in derogation of city of Gillette standards and practices for developments of this type.

Section 14. Automobile Repair and Maintenance. There

shall be no major overhaul or repair work performed on automobiles or other vehicles unless done so in specifically allotted areas such as the community work shop. Any automobile or other vehicle deemed to be inoperative condition in excess of three days and which causes an undesirable effect on the area may be removed by action of the architectural committee.

Section 15. Signs. No signs of any kind nor for any uses,

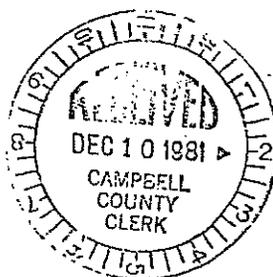
except public notice by a political division of the state, or as required by law, shall be erected, posted, painted or displayed on any building site or portion of this subdivision whatsoever, except any building may erect and display signs during the period he is building and selling property in said subdivision, and any Owner wishing to sell or rent his home may place one sign; not larger than 1200 square inches, advertising the property for rent or sale.

Section 16. There is reserved to the Declarant and

the architectural committee, their agents and servants, an easement in gross over each and every Lot in the subdivision (all of which Lots shall constitute the servient tenement) for entry and access at reasonable time and places for the performance generally of their rights and duties as provided in this declaration.

Declaration

-4-



ARTICLE IV

PRESERVATION OF VIEW RIGHTS

The architectural committee shall have the responsibility of determining whether trees or other vegetation on the premises of any Lot unreasonably interferes with the view of other residences of this subdivision. In any case in which the architectural committee shall determine that there is such interference, it shall send a notice in writing to the Owner involved. The notice shall set forth the extent of which the tree or other vegetation shall be pruned or removed. If within 30 days after receipt of such notice the Owner has not caused the trees or other vegetation to be pruned or removed to the extent required by the architectural committee, it may by a vote of at least two-thirds, enforce by injunctive or other legal remedy the obligation of the Owner under this article.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three or more representatives appointed by the Declarant. If the committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. The committee shall be self-perpetuating and any vacancy may be filled by the remaining committee member or members.

Section 2. The following provisions must also be adhered to:

a. Only earth-tone colors will be approved by the declarants, this will include; roof, siding, trim, decks, etc. The color approval or disapproval will be at the sole discretion of the declarants. Exterior paint schemes must be submitted at the time plans are reviewed by the architectural committee.

b. Landscaping is of the utmost importance to the declarants. Each front and side yard exposed to a public street must be sodded and landscaped. All rear and side yards not exposed to a public street must, as a minimum, be seeded by broadcasting and maintained. These items are the responsibility of the building contractor that originally constructs the housing units. The declarants will not accept the passing of this responsibility to the home buyer.

c. There must be one (1), 8 foot minimum, tree that is acclimated to the Gillette area, planted for each dwelling unit that is constructed.

#### ARTICLE VI

##### GENERAL PROVISIONS

Section 1. Enforcement. The architectural committee or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the architectural committee 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 judgement 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 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20 year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owner. Any amendment must be recorded.

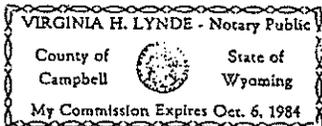
DATED this 4<sup>th</sup> day of December, 1981.

WYORCO

by: *Dale A. Fullerton*  
Dale A. Fullerton, General Partner

STATE OF WYOMING  
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me by DALE A FULLERTON, General Partner for WYORCO, this 4th day of December, 1981



*Virginia H. Lynde*  
NOTARY PUBLIC

STATE OF WYOMING  
Campbell County  
Filed for record this 10th day of Dec. A. D., 19 81 at 2:14 o'clock PM. and recorded in Book 586  
of Photos on page 489 Fees \$ 16.00  
*Virginia E. Addison* RECORDED  
County Clerk x-Officio Registrar of Deeds INDEXED  
By *Virginia H. Lynde* 505102  
Deputy

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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

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

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Gillette, County of Campbell, State of Wyoming, which is more particularly described as:

See attached Exhibit "A".

AND WHEREAS, in order to establish a general plan for the improvement and development of the Properties, Declarant desires to subject the Properties to certain conditions, covenants and 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, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. The term "Association" shall mean and refer to Chaparral Ridge Homeowners Association, Inc., a Wyoming non-profit corporation, its successors and assigns.

Section 2. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the

Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. The term "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area is more particularly described as follows: Lot 17C of Block 5B and Lot 22D of Block 5A.

Section 5. The term "Lot" shall mean and refer to any of the building sites (which except the Common Area) on which there is or will be constructed a single family townhouse, individually and separately owned.

Section 6. 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 7. The term "Board of Directors" or "Board" as used herein, shall mean and refer to the duly elected Board of Directors of the Association.

Section 8. The term "Declarant" shall mean and refer to Pacesetter Homes, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

## ARTICLE II

### NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this 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 lots therein. These covenants, restrictions, and conditions are imposed upon Declarant and upon the Owners of all lots. Said 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

#### USE OF RESIDENTIAL LOTS AND COMMON AREA

Section 1. Use. Each lot within the Properties, except for the Common Area, shall be improved, used, and occupied only for private residential purposes.

Section 2. Pets and Other Animals. Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit upon a lot (not to exceed a total of two (2) pets), provided they are not kept, bred, or maintained for any commercial purpose. Except as hereinabove provided, no animals, livestock, birds, or poultry shall be brought within the properties or kept on any lot thereof.

Section 3. Commercial Use. No part of the Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending, or such other non-residential purpose, except Declarant, its successors or assigns, and the owners of any tract annexed pursuant to Article XVIII hereof, may use the Properties for a model home site, display and sales office during the construction and sales period.

Section 4. Signs. Signs shall not be permitted other than a "For Sale" sign not to exceed 18"x24" in size and posted in accordance with local laws and regulations.

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. No trailer, camper, boat, truck larger than a three quarter (3/4) ton pickup, or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage, except as detailed hereinafter.

Section 6. Drilling. No oil drilling, oil development, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained, or permitted upon any lot.

Section 7. Trash Collection. All rubbish, trash, and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, woodpiles, storage areas, machinery, and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets by a fence or appropriate screen.

Section 8. External Antenna. No Owner of any lot within the Properties shall be permitted to construct external radio and/or television antennas or external air conditioning units or evaporative coolers which are mounted on or extend above the roof of any dwelling unit within the Properties, unless with prior approval of the Board of Directors, pursuant to the rules contained hereinafter.

Section 9. Common Area Parking. The use of Common Area parking facilities shall be in accordance with rules and regulations adopted by the Board of Directors.

Section 10. Common Area Maintained. The Common Area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

#### ARTICLE IV

#### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area 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 suspend the voting rights and right to use of the recreational 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;

b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer has been recorded;

c. Easements and rights of access for utility lines as shown on the plat of Chaparral Ridge.

d. The Association's Board of Directors retains full

responsibility and authority over all Common Area; therefore, no Owner shall alter landscaping, erect structures, or in any way change the appearance of the Common Area without the written consent of the Board;

e. The right of the Association to limit the number of guests of members;

f. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, tenants, or contract purchasers who reside on the property.

Section 3. Driveways. Ownership of each lot shall entitle the Owner or Owners thereof to the right of ingress and egress in and upon the driveway area connected to each Lot; the covenants and restrictions of this Declaration shall, in no way, vest authority in the Association to deny an Owner of a Lot with the right of egress and ingress to said Lot. No parking or storage of boats, camping equipment, or disabled vehicles will be allowed on driveways or private streets.

Section 4. Greenbelts. The greenbelts shall be restricted to pedestrians and non-motorized vehicle use and shall be left open for the use of all owners and their guests at all times.

#### 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 (1) vote for each Lot owned. 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 (1) vote be cast with respect to any Lot;

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; or

b. On December 31, 1982.

## 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, 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 and safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be \$282.00 for each lot, plus \$0.05 per square foot of heated area of each dwelling unit situated thereon, excluding basements, garages, porches, balconies, and patios. For the purpose of computing the annual assessment, the dwelling units located on the various lots are hereby deemed to have square foot heated area as follows:

Those Lots having 1306 square feet: 22c, 22b, 22a,  
21f, 21e, 21c, 21b, 21a, 20e, 20d, 20b, 20a, 19b,  
19a, 18b, 17d, 17c, 17a, 16g, 16f, 16e, 16c, 16b,  
16a, 15b, 15a, 1c, 1b, 27b, 17a,

Those Lots having 1082 square feet: 21g, 21d, 20c, 19c, 18a, 17b, 16d, 15c, 1a.

a. From and after January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the annual assessment may be increased, effective January 1 of each year, without a vote of the membership, to an amount not to exceed 105% of the annual assessment for the year preceding the effective date of the increase. Said increase shall not be cumulative.

b. From and after January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the annual assessment may be increased above the amount provided for in paragraph (a) above 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.

c. The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

d. The Board of Directors may lower the annual assessments according to the needs or desires of the membership only by a two-thirds (2/3) vote.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessments authorized above, the 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 the Common Area, provided that any such assessment shall be approved by vote or written assent of two-thirds (2/3) of the votes of each class of members.

Section 5. Exterior Maintenance.

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care of roofs, exterior building surfaces, walks, driveways, and other exterior improvements; such exterior maintenance shall not include glass surfaces. Maintenance and repairs as provided for above are considered to be for normal wear. In the event that the need for maintenance or repair is caused by the willful or negligent act of the Owner, his family or guest or invitees, or caused by storm, wind, hail, snow, or other acts of God or by fire, the cost for such maintenance or repairs shall be the responsibility of the Owner. In the event the Owner does not make the

necessary repairs within a reasonable time, the Association retains the right to make such repairs. This expense shall be added to and become a part of the assessment to which such Lot is subject. Section IX of Article IV shall apply to this section as it pertains to nonpayment of assessments. Rights of access are hereby reserved to and granted the Association for such exterior maintenance as is provided by this section.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any action authorized under Section 3 or 4 of this Article shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast the ten percent (10%) 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 the same as the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Special Assessments. Special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all Lots within a building unit (one or more contiguous Lots) on the first day of the month following the conveyance of the first Lot and conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. 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. 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.

Section 9. Effect of Nonpayment of Assessments, Remedies of 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 for each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

b. Creation of Lien. The amount of all delinquent regular and special assessments plus interest thereon and any expenses 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 attach to the lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

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

ii. the name of the Owner of record or reputed Owner of the lot;

iii. a description of the lot against which the lien has been assessed.

The Notice shall be signed by two 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 Owners of 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 or trust on the lot 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 claim 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 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 any owner whose title is deprived through foreclosure or trustee's sale, or otherwise.

Section 10. 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. However, 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 11. Notification and Rights of the Holder of a Mortgage. Upon receipt of written notification of the

existence of a mortgage on any Lot by the holder thereof, the Association shall notify such holder of a mortgage, at the last known address of the holder, of any default by the Owner of such Lot in the performance of the Owner's obligations hereunder which is not cured within thirty (30) days. Unless all holders of mortgage liens on individual units have given their prior written approval, the Association shall not be entitled to:

a. change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;

b. partition or subdivide any unit or the common elements of the project.

## ARTICLE VII

### MANAGEMENT

1. All powers relating to management, operation and maintenance of the Common Area, as well as certain rights, duties and powers relating to the Lots, as hereinafter set forth, shall be vested in the Association.

2. The specific and primary purposes and powers of the Association are to own, manage and maintain the Common Area, provide recreational activities for the members, foster and support community activities of the members, and enforce the provisions set forth in this Declaration of Covenants, Conditions and Restrictions, and the Association Articles and Bylaws.

3. The Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Common Area and the improvements thereon and to discharge its other duties as herein provided. Any manager, agent or employee selected prior to the first annual election shall be employed to manage or work only until the first annual election, after initial organization, at which time the continuance of the same or the selection of a new manager or agent shall be determined by the Board of Directors elected at the first annual election. All contracts of the Association shall be limited in duration for a period of not more than one (1) year, unless they contain reasonable cancellation provisions or have been approved by a vote of a majority of each class of Members of the Association.

4. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

a. Maintain the Common Area and any improvements thereon (including landscaping, furnishings and equipment related thereto) in a good, clean, attractive and sanitary order and repair.

b. Maintain the roofs of dwellings and garages situated on the Lots, including any necessary replacement or repair thereof.

c. Repaint the exterior surfaces of dwellings, garages and fencing situated on the Lots and Common Area, as such repainting is required in order to preserve the attractiveness of the Properties. Such exterior maintenance shall not include glass surfaces.

d. Keep and maintain adequate fire and public liability insurance on all improvements located within the Common Area.

e. Have the authority to obtain, for the benefit of all of the Common Area, water, gas and electric service and refuse collection; and (if not separately metered or charged) for the benefit of the Lots.

f. Maintain those portions of Lots not occupied by a dwelling, except for enclosed private patio areas and enclosed entry courts.

g. Pay the taxes and assessments which are or could become a lien on the Common Area or some portion thereof.

h. Maintain and keep in force a policy of comprehensive public liability insurance insuring the Association against any liability arising out of the ownership, use, occupancy, or maintenance of the Common Area and exterior of the properties.

5. The Association shall adopt reasonable rules relating to the use of the Common Area and any improvements thereon. A copy of such rules and of all amendments thereto shall be mailed to each Owner of a Lot, and a copy shall be posted in one or more places on the Common Area where the same may be conveniently inspected.

6. The Association may do any and all other acts and things that a nonprofit corporation is empowered to do, which

may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth.

7. The Association, through its Board of Directors, shall have the authority to delegate its powers to committees, officers of the Association, or its employees.

## ARTICLE VIII

### TITLE TO COMMON AREA

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, prior to the conveyance of the first Lot in the Properties.

## ARTICLE IX

### EASEMENTS

1. This Declaration of Covenants, Conditions and Restrictions shall be subject to all easements heretofore or hereafter granted by the Declarant or its successors and assigns for the installation and maintenance of utilities and drainage facilities that are reasonably necessary to the development of the Properties.

2. Easements through the Properties for installation and maintenance of utilities and drainage facilities are reserved as shown on the Lot map of the Properties. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of these facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

3. Easements over Lots are required in order that the Association may carry out its duties and powers as set forth in Article VII hereof and are reserved by Declarant, its successors and assigns, for the benefit of the Association.

4. The rights and duties of the Owners of the Lots within the Properties with respect to sanitary sewer and water, electricity, gas and telephone and CATV lines and drainage facilities shall be governed by the following:

a. Wherever sanitary sewer house connections and/or water house connections or electricity, gas, or telephone and

CATV lines or drainage facilities are installed within the Properties, which connections, lines or facilities, or any portion thereof, lie in or upon Lots owned by other than the Owner of a Lot served by said connections, lines or facilities, the owner of each Lot served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon the Lots or to have utility companies enter upon the Lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

b. Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone and CATV lines or drainage facilities are installed within the Properties, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

5. Each Lot and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted by Declarant over all adjoining Lots and Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owner of each Lot agrees that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each Lot within the Properties is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining Lot and/or the Common Area and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

6. Each Lot and its Owner within the Properties are hereby declared to have an easement and right of ingress and egress over the adjoining Lot for the purpose of providing access to the mailbox in the event that the mailbox for any particular Lot is located on the adjoining Lot. This

easement of ingress and egress shall not be exercised so as to unreasonably interfere the adjoining Lot Owner in the use of his Lot.

7. Declarant hereby grants to the Association for the benefit of its Members, a non-exclusive easement for landscaping and general recreational purposes over the Lots. Such easement shall be located over those portions of lots which are located between the lot lines and the exterior of the foundation walls for the structures as originally constructed on each of the Lots by Declarant. Such easement shall also include that portion of each lot which is located between the Common Area and the rear fence line as originally constructed by Declarant on each Lot. The allowable uses for the property subject to the foregoing easement are restricted to landscaping (flowers, plants, lawns, surface paving, sprinklers), private streets and walkways and uses associated therewith, drainage and use as a general residential, recreational and garden area. It shall be the responsibility of the Association to maintain the property subject to the foregoing easement. There shall be excepted from this grant of easement that portion of each Lot which lies within the enclosed private patios and entry areas of each of the Lots as originally constructed by the Declarant.

## ARTICLE X

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the Provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall, in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or

willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall chose an arbitrator; and such arbitrators shall chose one arbitrator; and conduct the arbitration pursuant to the Uniform Arbitration Act, Wyoming Statutes (as amended) Section 1-36-101 et seq.

## ARTICLE XII

### ARCHITECTURAL CONTROL

1. No building, fence, wall, or other structure or additional landscaping (except all original construction by Developer within the Properties and landscaping within enclosed private patio areas and entry courts) other than landscaping installed by Declarant shall be erected, altered or repaired until the building plans, specifications, and plot plans showing the location, elevation, and grade lines of such building or other structure, or such other description of the proposed work shall be furnished to and approved, in writing, by the Board of Directors, or by an architectural committee composed of three or more representatives appointed by the Board. One set of such plans, specifications, and plot plans or other description shall be submitted to the Board or its architectural committee. The Board or its architectural committee, before giving such approval, may require that changes be made to comply with such requirements as the Board or its architectural committee, in its absolute discretion, may impose as to the structural features of said building or other structure, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this instrument, including the location of the building or other structure with respect to topography and finished ground elevation. The Board or its architectural committee may also require that the exterior finish and color, and the architectural style or character of such building or other structure shall be such as in the

discretion of the Board shall be deemed to be suitable in view of the general architectural style and character of structures erected or to be erected in the community. The repainting of the exterior surface of any building or other structure on the Properties shall be the prime responsibility of the Association and such surfaces shall not be repainted or refinished by the Owner in a color or manner differing from the previous painting or finishing of such building or other structure until the Board or its architectural committee shall have given its written approval of such repainting or refishing, following the submission of an acceptable description of the work to be done. In the event the Board or its architectural committee shall fail to approve or disapprove any plans, specifications, plot plans or work description submitted to it within thirty (30) days after such submission, then such approval shall be deemed to have been waived. No member may construct, repair, remove, improve, or otherwise affect any portion of the Common Area in any manner unless specifically authorized, in writing, by the Board of Directors.

2. Neither the Association, the Board of Directors, the architectural committee, nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements erected in accordance therewith.

#### ARTICLE XIII

##### BREACH

1. Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated, or remedied by the appropriate legal proceedings by any Owner, by the Association or the successors in interest of the Association.

2. The result of every act or omission whereby any of the covenants contained in this Declaration are violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors in interest.

3. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

4. The failure of the Association to enforce any of the

covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

5. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot or the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

#### ARTICLE XIV

##### NOTICES

In each instance in which notice is to be given to the Owner of a Lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or two or more co-owners of a Lot, or to any general partner of a partnership owning such a Lot, shall be deemed delivery to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such Lot shall be deemed delivered to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner of such Lot at the most recent address furnished by such Owner in writing for the purpose of giving notice or if no such address shall have been furnished, then to the street address of such Lot, and any notice so deposited in the mail within Campbell County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Association may be delivered personally to any member of the Board, or delivered in such other manner as may be authorized by the Association. Any notice to be given to the Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within Campbell County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit.

#### ARTICLE XV

##### DESTRUCTION

In the event the Common Area subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the Common Area shall be as provided by agreement of the Owners representing more than fifty percent (50%) of the voting power of the Owners. The

use and disposition of insurance proceeds payable to the Association in the event of such destruction or damage shall be as determined by a majority of the voting power of the Owners.

#### ARTICLE XVI

##### CITY'S EASEMENTS

Declarant hereby grants to the City of Gillette, easements over the Common Area for the following purposes: installation and maintenance of public utility lines and facilities, and access for emergency and other vehicles associated with the various governmental services which will be furnished to the Properties by the City of Gillette.

#### ARTICLE XVII

##### CONFLICTS

In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control.

#### ARTICLE XVIII

##### GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 2. 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 year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 3. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the



EXHIBIT A

Lots 15, 16, 17, 18, 19, 20, 21, 22 of Block 5A and Lots 1 and 17 of Block 5B, Westover Hills, Phase I.

From this property will be cut thirty-nine (39) lots, said lots being more fully described as:

Lots 1A, 1B, 1C, 17A, 17B, of Block 5B and Lots 21A, 21B, 21C, 21D, 21E, 21F, 21G, 22A, 22B, 22C, 19A, 19B, 19C, 20A, 20B, 20C, 20D, 20E, 17A, 17B, 17C, 17D, 18A, 18B, 15A, 15B, 15C, 16A, 16B, 16C, 16D, 16E, 16G, of Block 5A, Westover Hills, Gillette, Wyoming.

STATE OF WYOMING

Campbell County

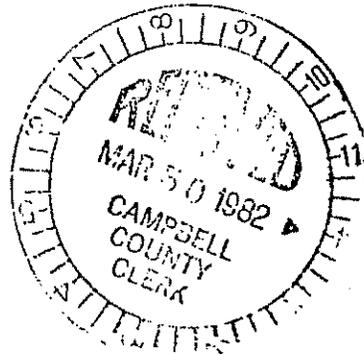
ss.

led for record this 30th day of March A. D., 19 82 at 2:04 o'clock P. M. and recorded in Book 60  
Photos on page 239 Fees \$ 44.00 **509534**

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

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By [Signature]  
Deputy



510178

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS,  
RESERVATIONS & EASEMENTS  
FOR TOWNHOUSE

Book 606 of Photos, Page 558

THIS DECLARATION is made on the 10<sup>th</sup> day of April, 1982, by Medallion Construction Co., a Limited Partnership consisting of Joe D. Banks, Loy C. Banks, Wayne L. Farley, Paul Patten and Kerry J. Warner.

WITNESSETH:

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

AND WHEREAS, Declarant has decided to divide each existing tax lot of said property and the improvements located thereon into two separate parcels each containing one townhouse unit to be designated as "Parcel A" and "Parcel B" as shown on recorded plat,

AND WHEREAS, Declarant desires to convey said Parcels subject to certain protective covenants, restrictions, reservations, and easements as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of Parcels A and B as described above, shall be held, sold and conveyed subject to the following easements, reservations, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the above described real property and which shall run with the above described real property and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the above described properties, or any part thereof, and their heirs, personal representatives, administrators, successors and assigns.

ARTICLE I

PARTY WALL

1. The wall which is constructed as common part of the above described townhouse units, and which is located between such townhouses dividing them into two separate units, constitutes the party wall in question. It is intended that the owner of each Parcel shall own his own townhouse unit to the center of the party wall separating his unit from the other. In addition, each owner shall have a cross easement as to the remaining one-half portion of the party wall separating his unit from the other. Except as is otherwise provided hereinafter, the cost of reasonable

repairs and maintenance of said party wall shall be the joint expense of the owners who make use of the party wall. That is, the record owner, whether one or more persons or entities, of the fee simple title to Parcel A shall pay one-half of the expenses of maintaining and repairing the party wall separating Parcel A and Parcel B. Likewise, the record owner, whether one or more persons or entities, of the fee simple title to Parcel B shall pay one-half of the expenses of maintaining and repairing the party wall separating Parcel A and Parcel B.

2. Notwithstanding any provisions of the Article to the contrary, the cost of repairs and maintenance of the finished surfaces of the party wall which are located within a townhouse unit shall be the sole expense of the owner of that townhouse unit.

3. Notwithstanding any provisions of this Article to the contrary, if the party wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission or any default hereunder of the owner of one townhouse unit, such owner shall rebuild said wall and shall compensate the other owner for any damage suffered by the other owner (or occupants). Owners shall be responsible for all acts, omissions or defaults of the occupants of their particular Parcel which may affect the owner (or occupants) of the other Parcel.

4. Notwithstanding any provision of this Article to the contrary, an owner who by their negligent or willful acts or omissions or any defaults hereunder causes the party wall or any portion thereof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

5. Notwithstanding any provision of this Article to the contrary, an owner shall have the right to maintain and repair any utility installations located within the party wall, but in doing so, shall restore the party wall to its original condition at their cost.

6. It shall be the individual responsibility of each owner (or occupant), at their own expense, to provide, as they see fit, homeowner's insurance for fire, liability, theft and other coverage to insure against loss for their particular Parcel and the contents thereof.

7. To the extent that damages to the party wall are covered by insurance, the full insurance proceeds shall be used and applied to repair, restore, and replace said party wall. Any deficiency shall be joint expenses of the appropriate owners using that party wall without prejudice, however, to the right of any owner to demand a larger contribution from the other owner (or occupants) under any rule of law or equity regarding liability for negligent or willful acts or omissions or any default hereunder.

8. It is assumed by the Declarant that the party wall lies along the Parcel line separating Parcels A and B. Should said party wall jog away from said Parcel line, however, the owner whose townhouse unit encroaches upon the Parcel owned by the other owner shall have an easement as to such encroachment. In other words, Declarant does not warrant that the centerline of the party wall lies precisely on the dividing line between the Parcels. All future purchasers of each Parcel accept the party wall "as is" and shall not hold Declarant liable for encroachments or discrepancies in the boundary line. Furthermore, Declarant shall not be responsible for changes in the zoning, subdivision, building, or health laws, or changes in interpretations thereof.

## ARTICLE II

### USE RESTRICTIONS

1. The townhouse units located on Parcels A and B shall be used as single family dwellings only.

2. Each Parcel shall be conveyed as a separately designated and legally described fee simple estate, subject to the terms, and provisions hereof. Furthermore, the terms and provisions of this Declaration shall be deemed to be a part of any deed or other document affecting title to the above described Parcels, whether or not specifically mentioned in such deed or documents.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept, upon either of the Parcels; provided that dogs, cats or other household pets may be kept so long as they are not kept, bred or maintained for any commercial purposes and so long as every owner of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud disturbing noises or any other behavior reasonably annoying to the other owner (or occupants).

4. No advertising signs (except for one per lot of not more than five square feet which may say "For Rent" or "For Sale"), no billboards, no unsightly objects, and no nuisances shall be erected, placed or permitted to remain on either Parcel, nor shall either Parcel be used in any way or for any purpose which may endanger the health, or unreasonably disturb the owner (or occupants) of the other Parcel.

5. All rubbish, trash or garbage shall be regularly removed from each Parcel by the appropriate owner (or occupants) thereof, at their own expense, and shall not be allowed to accumulate thereon.

6. All utilities, fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a townhouse, shall be maintained and kept in repair by the owner thereof. An owner shall neither do any act nor perform any work that will impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other Parcel or its owner (or occupants).

7. Mechanic's or materialmen's liens shall only apply to the particular Parcel which was benefitted by such labor or material. In any event, the owner (or occupants) incurring the mechanic's or materialmen's lien shall save and hold the owner of the other Parcel harmless from any liability, costs, or expenses resulting from such lien.

8. In the event of destruction of the two dwelling units or any portion thereof, each unit so destroyed shall be repaired or rebuilt at the expense of the owner of the individual unit according to a mutually agreed uniform architectural plan, and finished as close to the original as possible. If any dwelling is only partially destroyed so that the cost of restoring one Parcel is not equal to the cost of restoring the other Parcel, then the cost of restoration shall be apportioned according to the individual costs of restoration for each unit. In the event all of the owners and all of the holders of any first mortgage agree, the Parcels need not be restored.

9. The exterior of each townhouse unit shall not be changed without the consent of all owners and the exterior shall be decorated with uniform color which shall be agreed upon by the owner of each adjoining Parcel. The necessity and time for making such exterior decoration shall be determined in the same manner. The exterior decoration must be maintained in a good state of repair.

### ARTICLE III

#### CROSS EASEMENT FOR UTILITIES

1. There is hereby created a blanket cross-easement upon, across, over and under Parcels A and B and the improvements situated thereon in favor of the owner of each of said Parcels, for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephones and electricity and for lateral and subjacent support of each unit. By virtue of this easement, it shall be expressly permissible for the companies providing utility services to erect and maintain the necessary equipment of said Parcels and to affix and maintain pipes, wires, circuits and conduits on, above, across, and under the roof and exterior walls of either townhouse to serve either Parcel. Notwithstanding anything contained in this Declaration, any damages to the other owner (or occupant) pursuant to the exercise of this easement shall be repaired by the owner exercising the rights pursuant to this easement.

2. All utility services which are presently provided to the building as a whole which contains the two townhouses and which are not presently metered separately, including if appropriate, but not limited to, water, sewer, gas and electricity, shall be divided into two equal amounts and shall be the joint expenses of the owners of the two townhouses. That is, the record owner of each Parcel, whether one or more persons or entities, shall pay one-half of all utility costs (which are not separately metered) resulting from utilities furnished to the building as a whole. This arrangement shall last only until each Parcel is individually metered at which time each owner thereafter shall pay for the particular metered utilities provided to his Parcel. Should one owner begin using a

disproportionately larger amount of utilities than the other owner, the other owner may commence arbitration, pursuant to Article V of this Declaration, for a new division of said utility costs to more accurately reflect actual usage.

#### ARTICLE IV

##### REMEDY FOR NONPAYMENT OF JOINT EXPENSES

1. In the event any joint expense or any individual expense incurred by or required to be paid by one owner as provided in Articles I, II, or III herein is not paid by one owner within twenty (20) days after notice of such debt, such amount may be paid by the other owner and shall, upon proper recordation with the Clerk and Recorder of the City and County, become a lien upon the nonpaying owner's Parcel and townhouse unit and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in an action at law for the collection of debt, or shall be enforceable by all methods available for the enforcement of such lien, including foreclosure by an action brought in the name of the non-defaulting owner in a like manner as a first mortgage lien on real property, at the option of the non-defaulting owner. Furthermore, the defaulting owner hereby expressly grants to the non-defaulting owner a power of sale in connection with said lien. Nothing contained herein shall require one owner to pay the expenses of another.

#### ARTICLE V

##### ARBITRATION

1. In the event of any dispute arising between the owners concerning any provision of the Declaration including, but not limited to, disputes regarding repairs, exterior decoration and liens, said owners shall mutually agree in writing to the resolution of the dispute by binding arbitration. In such event, the owner desiring such arbitration shall serve upon the other owner a notice in writing naming his choice for arbitrator and requiring the other owner within thirty (30) days to name an arbitrator. Upon the other owner naming an arbitrator, the two arbitrators together shall choose a third arbitrator. Such arbitrators shall thereupon proceed to hear and consider the matter in accordance with the laws of the State of Wyoming and the rules of the American Arbitration Association or its successor and shall within twenty (20) days of the appointment of the third arbitrator make an award settling the dispute and advising the parties of their rights under this Declaration and directing the payment to the successful owner by the other owner of any sum that may be due and owing to such owner or directing one owner to take such action as may be required under this Declaration. Said award, if concurred by a majority of such arbitrators, shall be final and binding upon the parties hereto. The parties may agree to name just one arbitrator to reduce expenses. The costs shall be divided equally between the parties to the arbitration.

Notices may be mailed to the street address of each townhouse unit and shall be deemed to be delivered on the date placed in the U.S. Mails. Notices shall be in a stamped and properly addressed envelope.

ARTICLE VI

GENERAL PROVISIONS

1. This Declaration shall be perpetual and the covenants herein contained shall run with each Parcel. This Declaration may only be amended by a writing signed by the then record owners of both Parcels. The terms of this Declaration may be enforced by any present or future owner (or occupant) of either Parcel in law or in equity.

2. Invalidation of any one of these terms or provisions by Judgment or Court Order shall not affect any other term or provision. The remaining terms and provisions shall remain in full force and effect.

3. To the extent that they are not inconsistent with the terms or provisions of this Declaration, the general rules of law regarding party walls shall apply to the real property subject hereto.

4. This Declaration shall be interpreted by the laws of the State of Wyoming.

5. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes to make the provisions hereof apply either to corporations or individuals or men or women, shall in all cases be assumed as though in each case fully expressed.

6. The remedies set forth herein are cumulative.

7. Whenever consent is required under this Declaration, such consent shall not be unreasonably withheld.

8. An owner of a Parcel shall be responsible for the negligent or willful acts and omissions of his occupants, family, residents, guests, agents, invitees, servants, and employees as well as defaults hereunder caused by said individuals. Said acts, omissions and defaults shall be deemed to be the acts, omissions and defaults of the owner of said Parcel.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has under set its hand and seal, the date and year first above written.

MEDALLION CONSTRUCTION CO.

By:

Joe D. Banks  
Joe D. Banks, Partner

By:

Loy C. Banks  
Loy C. Banks, Partner

By:

Wayne L. Farley  
Wayne L. Farley, Partner

By:

Paul Patten  
Paul Patten, Partner

By:

Kerry J. Warner  
Kerry J. Warner, Partner



State of Wyoming  
City of Gillette  
Campbell County

This instrument was acknowledged before me this 13<sup>th</sup> day of April, 1982, by Joe H. Banks as Partner of Medallion Construction Company.  
Witness my hand and official seal.

My commission expires: 6/22/85

*Judy Warner*

JUDY WARNER - Notary Public  
County of Campbell State of Wyoming  
Notary Public My Commission Expires June 22, 1985

State of Wyoming  
City of Gillette  
Campbell County

This instrument was acknowledged before me this 13<sup>th</sup> day of April, 1982, by Louis C. Banks as Partner of Medallion Construction Company.  
Witness my hand and official seal.

My commission expires: 6/22/85

*Judy Warner*

JUDY WARNER - Notary Public  
County of Campbell State of Wyoming  
Notary Public My Commission Expires June 22, 1985

State of Wyoming  
City of Gillette  
Campbell County

This instrument was acknowledged before me this 13<sup>th</sup> day of April, 1982, by Wayne L. Farney as Partner of Medallion Construction Company.  
Witness my hand and official seal.

My commission expires: 6/22/85

*Judy Warner*

JUDY WARNER - Notary Public  
County of Campbell State of Wyoming  
Notary Public My Commission Expires June 22, 1985

State of Wyoming  
City of Gillette  
Campbell County

This instrument was acknowledged before me this 13<sup>th</sup> day of April, 1982, by Paul Patten as Partner of Medallion Construction Company.  
Witness my hand and official seal.

My commission expires: 6/22/85

*Judy Warner*

JUDY WARNER - Notary Public  
County of Campbell State of Wyoming  
Notary Public My Commission Expires June 22, 1985

State of Wyoming  
City of Gillette  
Campbell County

This instrument was acknowledged before me this 13<sup>th</sup> day of April, 1982, by Kerris Warner as Partner of Medallion Construction Company.  
Witness my hand and official seal.

My commission expires: 6/22/85

*Judy Warner*

JUDY WARNER - Notary Public  
County of Campbell State of Wyoming  
Notary Public My Commission Expires June 22, 1985

EXHIBIT "A"

Lots 14A, 14B, Block 10 Westover Hills, City of Gillette, Wyoming, according to the official plat recorded 4 September 1981 in Book 3 of Plats, page 131 of the records of Campbell County, Wyoming and recorded 23 September 1981 in Book 575 of Photos, page 406 of the records of Campbell County, Wyoming.

Lots 2A, 2B, Block 10 Westover Hills, City of Gillette, Wyoming, according to the official plat recorded 31 Aug. 1981 in Book 3 of Plats, page 127 of the records of Campbell County, Wyoming and recorded 8 September 1981 in Book 573 of Photos, page 179.

Lots 1A, 1B, Block 11 Westover Hills, City of Gillette, Wyoming, according to the official plat recorded 13 August 1981 in Book 3 of Plats, page 127 of the records of Campbell County, Wyoming and recorded 8 September 1981 in Book 573 of Photos, page 179 of the records of Campbell County, Wyoming.

STATE OF WYOMING }  
Campbell County } ss.

Filed for record this 15th day of April A.D., 19 82 at 9:58 o'clock A M. and recorded in Book 606 of Photos on page 558 Fees \$ 18.00

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

RECORDED ✓  
ABSTRACTED ✓  
INDEXED ✓  
CHECKED ✓

By Deputy

510178  
*Dorothy Ochs*

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DECLARATION

OF

534879

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by DARRELL R. COULTER & CO., Developer, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Gillette, County of Campbell, State of Wyoming, which is more particularly described as:

The resubdivision of Lot 3 of Block 5, Westover Hills Subdivision, Phase I, excluding Lots 5 and 8 of Block 5D.

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

AND WHEREAS, Declarant will convey the said properties, subject to certain protection 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, and shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1: The term "Association" shall mean and refer

to GEORGIA CIRCLE HOMEOWNER'S ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

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

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

Section 4: The term "Lot" shall mean and refer to any of the building sites on which there is or will be constructed residential units, individually and separately owned.

Section 5: 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 6: The term "Board of Directors" or "Board" as used herein, shall mean and refer to the duly elected Board of Directors of the Association.

## ARTICLE II

### NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this 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 private access easements for the benefit of all Owners of lots therein. These covenants, restrictions, and conditions are imposed upon Declarant and upon the 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

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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

#### USE OF RESIDENTIAL LOTS AND COMMON AREA

Section 1, USF: Each Lot within the Properties, shall  
be improved, used and occupied only for residential pur-  
poses.

Section 3, COMMERCIAL USE: No part of the properties  
shall ever be used or caused to be used for any business,  
commercial, manufacturing, mercantile, storing, vending, or  
such other non-residential purposes, except Declarant, its  
successors or assigns, may use the Properties for a model  
home site, and display and sales office during the con-  
struction and sales period.

Section 3, SIGNS: Signs shall not be permitted other  
than a "For Sale" sign not to exceed 18" by 24" in size and  
posted in accordance with local laws and regulations.

Section 4, OTHER STRUCTURES: No structure of a tem-  
porary character, trailer, basement, tent, shack, garage,  
barn or other out-building shall be used on any lot at any  
time as a residence, either temporarily or permanently. No  
trailer, camper, boat, truck larger than a three quarter  
(3/4) ton pick up, or similar equipment shall be permitted  
to remain upon any property within the Properties, unless  
placed or maintained within an enclosed garage except as  
detailed hereinafter.

Section 5, Drilling: No oil drilling, oil development  
oil refining, quarrying, or mining operations of any kind  
shall be permitted upon or in any lot, nor shall oil wells,  
tanks, tunnels, or mineral excavations or shafts be permitted  
upon the surface of any lot or within five hundred (500)  
feet below the surface of the Properties. No derrick or  
other structure designed for use in boring for water, oil or  
natural gas shall be erected, maintained or permitted upon  
any lot.

Section 6, TRASH COLLECTION: All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets by a fence or appropriate screen.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the private access road 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 suspend the voting rights and right to use of the private access road by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (b) Easements and rights of access for utility lines as shown on the plat of Westover Hills.
- (c) The Association's Board of Directors retains full responsibility and authority over all private access roads.
- (d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the private access road.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner of a Lot which is subject to assessment shall be 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

(1) vote for each Lot owned. 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 (1) vote be cast with respect to any Lot;

Class B: The Class B members(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 members;

(b) On December 31, 1983.

#### ARTICLE VI

#### DECLARATION FOR STREET MAINTENANCE

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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney 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 maintain the private access roads for the health, safety, and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessments. The maximum annual assessment shall be \$100.00 for each lot.

(a) From and after January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the annual assessment may be increased, effective January 1 of each year, without a vote of the membership to an amount not to exceed 105% of the annual assessment for the year preceding the effective date of the increase. Said increase shall not be cumulative.

(b) From and after January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the annual assessment may be increased above the amount provided for in paragraph (a) above 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.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Board of Directors may lower the annual assessments according to the need or desires of the membership only by a two-thirds (2/3) vote.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessments authorized above, the assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, private access road, provided that any such assessment shall be approved by vote or written assent of two-thirds (2/3) of the votes of each class of members.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any action authorized under Section 3 or 4 of this Article shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten (10) percent 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 the same as the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Special Assessments.

Special assessments shall be fixed at a uniform rate for all 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 all Lots on the first day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The board of directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid.

Section 9. Effect of Non-Payment of Assessments, Remedies of 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 the sum to be determined by the Association, but not to exceed \$2.50 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

b. Creation of Lien. The amount of all delinquent

regular and special assessments plus interest thereon and any expenses 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 attach to the lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

- i. the amount of the delinquent assessment and such related charges as may be authorized by this Declaration;
- ii. the name of the Owner of record or reputed Owner of the lot;
- iii. a description of the lot against which the lien has been assessed.

The Notice shall be signed by two 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 Owners of 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 accord-

ance 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 or trust on the lot 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 assessments 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, condition and restrictions shall be binding upon and effective against any

Owner whose title is deprived through foreclosure or trustee's sale, or otherwise.

Section 10. 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. However, 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 11. Notification and Rights of the Holder of a Mortgage.

(a) Upon receipt of written notification to the Association of the existence of a mortgage on any Lot by the holder thereof, the Association shall notify such holder of a mortgage, at the least known address of the holder, of any default by the Owner of such Lot in the performance of the owner's obligations hereunder which is not cured within thirty (30) days.

(b) Unless all holders of mortgage liens on individual units have given their prior written approval, the association shall not be entitled to:

1. change the pro rate interest or obligation of any net for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;
2. partition or subdivide any unit or the common elements of the project.

ARTICLE VII

MANAGEMENT

1. All powers relating to management, operation and maintenance of the private access road, as well as certain rights, duties and powers relating to the lots, as hereinafter set forth, shall be vested in the Association.

2. The specific and primary purposes and powers of the Association are to own, manage and maintain the private access road, and the enforcement of the provisions set forth in this Declaration of Covenants, Conditions and Restrictions, and the Association Articles and By-Laws.

3. The Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to maintain the private access road and the improvements thereon and to discharge its other duties as herein provided. Any manager, agent or employee selected prior to the first annual election shall be employed to manage or work only until the first annual election, after initial organization, at which time the continuance of the same or the selection of a new manager or agent shall be determined by the Board of Directors elected at the first annual election. All contracts of the Association shall be limited in duration for a period of not more than one (1) year unless they contain reasonable cancellation provisions or have been approved by a vote of a majority of each class of members of the Association.

4. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

a) Pay the taxes and assessments which are or could become a lien on the private access road or some portion thereof.

b) Maintain and keep in force a policy of comprehensive public liability insurance insuring the Association against any liability arising out of the ownership, use, or maintenance of the private access roads.

5. The Association may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth.

6. The Association, through its Board of Directors, shall have the authority to delegate its powers to committees, officers of the Association or its employees.

ARTICLE VIII

TITLE TO PRIVATE ACCESS ROAD

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the private access road to the Association, prior to the conveyance of the first lot in the Properties.

ARTICLE IX

EASEMENTS

1. This Declaration of Covenants, Conditions and Restrictions shall be subject to all easements heretofore or hereafter granted by the declarant or its successors and assigns for the installation and maintenance of utilities and drainage facilities that are reasonably necessary to the development of the Properties.

2. Easements through the Properties for installation and maintenance of utilities and drainage facilities are reserved as shown on the Lot map of the Properties. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of these facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

3. Easements over lots that are required in order that the Association may carry out its duties and powers as set forth in Article VII hereof are reserved by Declarant, its successors and assigns, for the benefit of the Association.

4. The rights and duties of the Owners of the lots within the Properties with respect to sanitary sewer and water, electricity, gas and telephone and CATV lines and drainage facilities shall be governed by the following:

- a) Wherever sanitary sewer house connections

and/or water house connections or electricity, gas, or telephone and CATV lines or drainage facilities are installed within the Properties, which connections, lines or facilities, or any portion thereof, lie in or upon owned by other than the Owner of a lot served by said connections, lines or facilities, the Owner of each lot served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon the lots within the Properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone and CATV lines or drainage facilities are installed within the Properties, which connections serve more than one lot, the Owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

5. Each lot and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted by Declarant over all adjoining lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any lot is partially or totally destroyed, and then repaired or rebuilt, the Owner of each lot agree that minor encroachments over adjoining lots shall be permitted as there shall be easements for the maintenance of said encroachments so long as they shall exist. Each of the easements hereinabove re-

ferred to shall be deemed to be established upon the re-  
cordation of this Declaration and shall be appurtenant to  
the lot being serviced and shall pass with each conveyance  
of said lot.

6. Each lot and its Owner within the Properties is  
hereby declared to have an easement and right of ingress and  
egress over the adjoining lot for the purpose of providing  
access to the mailbox in the event that the mailbox for any  
particular lot is located on the adjoining lot. This ease-  
ment of ingress and egress shall not be exercised so as to  
unreasonably interfere with the adjoining lot Owner in the  
use of his lot.

7. The following provisions apply to the Properties,  
and none may be amended without the consent of at least  
two-thirds (2/3) of the first mortgagees:

a) Consent of Lenders Required. Unless two-thirds  
(2/3) of the institutional holders of first mortgages within  
the Properties have given their prior approval, the Association  
shall not be entitled to:

i. by act or omission seek to abandon,  
alienate, release, partition, hypothecate, subdivide, encumber,  
sell, or transfer any private access road, directly or  
indirectly, by the Association for the benefit of the  
Residential Units; provided, however, the granting of ease-  
ments for public utilities or for other public purposes  
consistent with the intended use of such private access  
roads shall not be deemed a transfer within the meaning of  
this cause:

ii. change the method of determining the  
obligations, assessments, dues, or other charges which may  
be levied against an owner;

iii. by act or omission change, waive, or  
abandon the system of regulations and enforcements es-  
tablished in this Declaration.

b. Payment of Taxes. First mortgagees of  
residential units may, jointly or singly, pay taxes or

other charges which are in default and which may or have become a charge against any private access road. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

c. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any owner or any other party priority over any rights of the first mortgagee of a residential unit pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of the private access road.

d. Notice to Mortgagee. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request designating such unit, will be entitled, to written notification from the Association of any default in the performance by any owner of a residential unit in which such mortgagee has an interest of any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within sixty (60) days.

e. Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the development, or any other agreement providing for services by the Declarant, may not exceed one year (1) and must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or fewer written notice.

#### ARTICLE X

#### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the home upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the Provisions of this Article, the general rules of law regarding party walls and liability

for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose an arbitrator; and such arbitrator shall choose one arbitrator; and conduct the arbitration pursuant to the Uniform Arbitration Act, Wyoming Statutes 1977 Section 1-36-101 to 1-36-119.

#### ARTICLE XI

##### BREACH

1. Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, by the Association or the successors in interest of the Association.

2. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a

nuisance, and every remedy allowed by law or equity applicable against every such result and may be exercised by any Owner, by the Association or its successors in interest.

3. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative and none of such remedies shall be deemed exclusive.

4. The failure of the Association to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

5. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot to the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

#### ARTICLE XII

##### NOTICES

In each instance in which notice is to be given to the Owner of a lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or two or more co-owners of a lot, to any general partner of a partnership owning such a lot, shall be deemed delivered to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner of such lot at the most recent address furnished by such Owner in writing for the purpose of giving notice or if no such address shall have been furnished, then to the street address of such lot, and any notice so deposited in the mail within Campbell

County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Association may be delivered personally to any member of the Board, or delivered in such other manner as may be authorized by the Association. Any notice to be given to the Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within Campbell County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit.

ARTICLE XIII

Declarant hereby grants to the City of Gillette, easements over the private access road for the following purposes: installation and maintenance of public utility lines and facilities, and access for emergency and other vehicles associated with the various governmental services which will be furnished to the Properties by the City of Gillette.

ARTICLE XIV

CONFLICTS

In case of any conflict between this Declaration and the Articles of Incorporation or By-Laws of the Association, this Declaration shall control.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

Section 2. 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 of 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 not less than ninety (90) per cent of the Lot Owners, and there-



AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

Lots 9A-H & 10A-H, Block 5C WESTOVER HILLS I

WHEREAS, the following described property is subject to a Declaration of Covenants, Conditions and Restrictions dated 1 September 1982 and recorded in Book 702 of Photos, Page 85 of the Office of the Clerk in and for Campbell County, Wyoming;

The Resubdivision of Lot 3 of Block 5, Westover Hills Subdivision, Phase I, excluding Lots 5 and 8 of Block 5D;

and,

WHEREAS, the present owners of the property described in the Declaration of Covenants, Conditions and Restrictions wish to amend the Declaration;

IT IS THEREFORE AGREED that the Declaration of Covenants, Conditions and Restrictions shall be amended to read as follows:

1. Article III, Section 4, Other Structures, shall be amended to read as follows:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than a one (1) ton pickup, or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage except as detailed hereinafter.

2. Article VI, Declaration for Street Maintenance, shall be amended as follows:

It shall hereinafter be entitled "Declaration for Street Maintenance and Outside Maintenance".

3. Article VI, Section 2, Purpose of Assessments, shall be amended to read as follows:

The assessments levied by the Association shall be used exclusively to maintain the private access roads for the health, safety and welfare of the residents in the properties and to provide exterior maintenance for the structures located upon the lots within the description of property previously described in this Declaration of

Covenants, Conditions and Restrictions.

4. Article VI, Section 3, Maximum Annual Assessments, shall be amended to read as follows:

The annual assessments shall be set by the Board of Directors at each annual meeting of the Association and Board of Directors. The annual assessment shall be reviewed and established by a vote of two-thirds of the members who are voting in person or by proxy at the annual meeting.

DATED this 8<sup>th</sup> day of July, 1992.

Myron S. Bjornstad  
MYRON S. BJORNSTAD  
3332 W. Georgia Circle, Apt. 2  
Gillette, WY 82716

Veve A. Bjornstad  
VEE A. BJORNSTAD

Lot 9H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

Richard A. Wertenberger  
RICHARD A. WERTENBERGER  
Box 3226  
Gillette, WY 82717

Lots 9E and 9G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

Lawrence F. Suchor  
LAWRENCE F. SUCHOR  
2020 Schoonover Road  
Gillette, WY 82716

Tanya Suchor  
TANYA SUCHOR

Lot 9F, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

Barry J. Sonnek  
BARRY J. SONNEK  
2015 Autumn Court  
Gillette, WY 82716

Jacqueline A. Armstrong  
JACQUELINE A. ARMSTRONG

Lots 9D and 10F, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Covenants, Conditions and Restrictions.

4. Article VI, Section 3, Maximum Annual Assessments, shall be amended to read as follows:

The annual assessments shall be set by the Board of Directors at each annual meeting of the Association and Board of Directors. The annual assessment shall be reviewed and established by a vote of two-thirds of the members who are voting in person or by proxy at the annual meeting.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

Myron S. Bjornstad  
MYRON S. BJORNSTAD  
3332 W. Georgia Circle, Apt. 2  
Gillette, WY 82716  
Lot 9H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

VEE A. BJORNSTAD  
VEE A. BJORNSTAD

Richard A. Wertemberger  
RICHARD A. WERTENBERGER  
Box 3226  
Gillette, WY 82717  
Lots 9E and 9G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

Lawrence F. Suchor  
LAWRENCE F. SUCHOR  
2020 Schoonover Road  
Gillette, WY 82716  
Lot 9F, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision, Phase I, Campbell County, Wyoming

Tanya Suchor  
TANYA SUCHOR

Barry J. Sonnek  
BARRY J. SONNEK  
2015 Autumn Court  
Gillette, WY 82716  
Lots 9D and 10F, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

Jacqueline A. Armstrong  
JACQUELINE A. ARMSTRONG

*Erik Johnsrud*

ERIK JOHNSRUD

410 Richards

Gillette, WY 82716

Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

*Suzanne Johnsrud*

SUZANNE JOHNSRUD

VERNON C. DOWNS

5805 Eastside Drive

Black Hawk, SD 57718

Lot 10H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

ESTHER ELIZABETH DOWNS

TIMOTHY CRAIG LINDSEY

Mahomet, IL

Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

BRENDA LYNN LINDSEY

*Craig Willoughby*

CRAIG ALLEN WILLOUGHBY

3338 West Georgia Circle #7 & 8

Gillette, WY 82716

Lot 10E, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

*Rance Bishop*

RANCE BISHOP

P.O. Box 13

Gillette, WY 82717

Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

*Janice Bishop*

JANICE BISHOP

*Suzanne Johnsrud*  
SUZANNE JOHNSRUD

ERIK JOHNSRUD  
410 Richards  
Gillette, WY 82716  
Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block  
5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

RELEASED

*Esther Elizabeth Downs*  
ESTHER ELIZABETH DOWNS

VERNON C. DOWNS  
5805 Eastside Drive  
Black Hawk, SD 57718  
Lot 10H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover  
Hills Subdivision Phase I, Campbell County, Wyoming

TIMOTHY CRAIG LINDSEY

BRENDA LYNN LINDSEY

Mahomet, IL  
Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover  
Hills Subdivision Phase I, Campbell County, Wyoming

CRAIG ALLEN WILLOUGHBY  
3338 West Georgia Circle #7 & 8  
Gillette, WY 82716  
Lot 10E, Block 5C of the Resubdivision of Lot 3, Block 5 Westover  
Hills Subdivision Phase I, Campbell County, Wyoming

*Janice Bishop*  
JANICE BISHOP

RANCE BISHOP  
P.O. Box 13  
Gillette, WY 82717  
Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot  
3, Block 5 Westover Hills Subdivision Phase I, Campbell County,  
Wyoming

*Suzanne Johnsrud*  
\_\_\_\_\_  
SUZANNE JOHNSRUD

\_\_\_\_\_  
ERIK JOHNSRUD  
410 Richards  
Gillette, WY 82716  
Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block  
5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

\_\_\_\_\_  
VERNON C. DOWNS  
5805 Eastside Drive  
Black Hawk, SD 57718  
Lot 10H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover  
Hills Subdivision Phase I, Campbell County, Wyoming

\_\_\_\_\_  
ESTHER ELIZABETH DOWNS

*Timothy Craig Lindsey*  
\_\_\_\_\_  
TIMOTHY CRAIG LINDSEY

*Brenda Lynn Lindsey*  
\_\_\_\_\_  
BRENDA LYNN LINDSEY

Mahomet, IL  
Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover  
Hills Subdivision Phase I, Campbell County, Wyoming

\_\_\_\_\_  
CRAIG ALLEN WILLOUGHBY  
3338 West Georgia Circle #7 & 8  
Gillette, WY 82716  
Lot 10E, Block 5C of the Resubdivision of Lot 3, Block 5 Westover  
Hills Subdivision Phase I, Campbell County, Wyoming

*Janace Bishop*  
\_\_\_\_\_  
JANACE BISHOP

\_\_\_\_\_  
RANCE BISHOP  
P.O. Box 13  
Gillette, WY 82717  
Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot  
3, Block 5 Westover Hills Subdivision Phase I, Campbell County,  
Wyoming

---

ERIK JOHNSRUD

410 Richards

Gillette, WY 82716

Lots 9A, 9B, and 9C, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

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SUZANNE JOHNSRUD

---

VERNON C. DOWNS

5805 Eastside Drive

Black Hawk, SD 57718

Lot 10H, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

---

ESTHER ELIZABETH DOWNS

---

TIMOTHY CRAIG LINDSEY

Mahomet, IL

Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

---

BRENDA LYNN LINDSEY

---

CRAIG ALLEN WILLOUGHBY

3338 West Georgia Circle #7 & 8

Gillette, WY 82716

Lot 10E, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

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RANCE BISHOP

P.O. Box 13

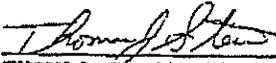
Gillette, WY 82717

Lots 10A, 10B, 10C, and 10D, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

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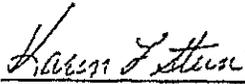
JANICE BISHOP

---



THOMAS S. STEIN

---



KAREN L. STEIN

Gillette, WY

Lot 10G, Block 5C of the Resubdivision of Lot 3, Block 5 Westover Hills Subdivision Phase I, Campbell County, Wyoming

STATE OF WYOMING )  
 ) SS.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 14 day of October, 1992 by Lawrence A. and Tanya Suchor, husband and wife.

WITNESS my hand and official seal.



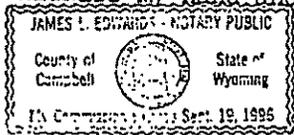
Renee Bills  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) SS.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 25 day of July, 1992 by Barry J. Sonnek.

WITNESS my hand and official seal.



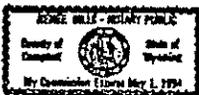
James L. Edwards  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) SS.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 06 day of July, 1992 by Jacqueline A. Armstrong a/k/a Jacqueline R. Sonhek.

WITNESS my hand and official seal.



Renee Bills  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 21 day of July, 1992 by Erik Johnsrud.

WITNESS my hand and official seal.



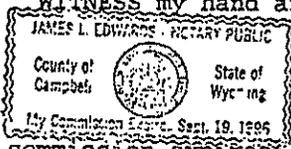
Renee Bills  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 21 day of July, 1992 by Suzanne Johnsrud.

WITNESS my hand and official seal.



James L. Edwards  
Notary Public

My commission expires:

STATE OF )  
 ) ss.  
COUNTY OF )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992 by Esther Elizabeth Downs.

WITNESS my hand and official seal.

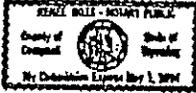
\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) SS.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 21 day of July, 1992 by Erik Johnsrud.

WITNESS my hand and official seal.



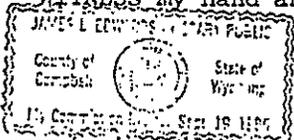
Renee Bills  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) SS.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 24 day of July, 1992 by Suzanne Johnsrud.

WITNESS my hand and official seal.



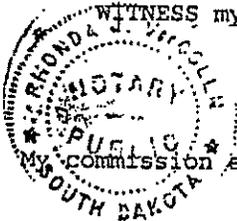
James L. Edwards  
Notary Public

My commission expires:

STATE OF South Dakota )  
 ) SS.  
COUNTY OF Pennington )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 28th day of January, 1993 by Esther Elizabeth Downs.

WITNESS my hand and official seal.



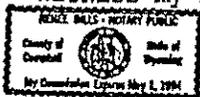
Rhonda J. Von Colln  
Notary Public

My commission expires: 2-3-2000

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 1st day of November, 1992 by Thomas J. Stein and Karen L. Stein, husband and wife.

WITNESS my hand and official seal.



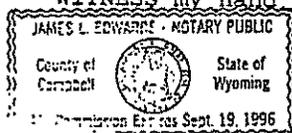
Renee Bills  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 4th day of November, 1992 by Craig Allen Willoughby.

WITNESS my hand and official seal.



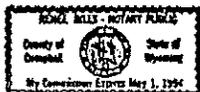
James Edwards  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 22nd day of July, 1992 by Rance and Janice Bishop, husband and wife.

WITNESS my hand and official seal.



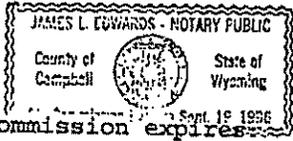
Renee Bills  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 8th day of July, 1992 by Myron S. Bjornstad.

WITNESS my hand and official seal.



James L. Edwards  
Notary Public

My commission expires

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 5th day of July, 1992 by Vee A. Bjornstad.

WITNESS my hand and official seal.



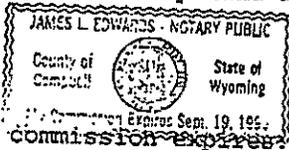
Renee Bills  
Notary Public

My commission expires:

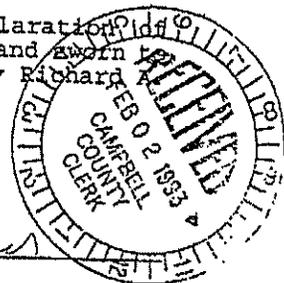
STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was subscribed and sworn to before me this 8th day of July, 1992 by Richard Wertenberger.

WITNESS my hand and official seal.



James L. Edwards  
Notary Public



My commission expires

STATE OF WYOMING )  
 ) ss.  
Campbell County )

Filed for record this 2nd day of February, 1993 at 10:30 o'clock A. and recorded in Book 1226  
of Photos on page 426-437 Fees \$ 28.00

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

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By Deputy Christina E. Addison

666765

759273

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**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**LOTS 3E AND 3F OF THE RESUBDIVISION OF LOT 3C, BLOCK 4  
WESTOVER HILLS, PHASE I**

---

THIS DECLARATION is made by Gregory J. Pasek, a single person, and Paula J. Pasek, a single person, having an interest in the following described property. The above individuals are herein described as the Declarants.

WITNESSETH:

WHEREAS, Declarants are the owner of the certain property in the City of Gillette, State of Wyoming, more particularly described as;

Lots 3E and 3F of the Resubdivision of Lot 3C, Block 4 Westover Hills,  
Phase I City of Gillette, Wyoming

NOW, THEREFORE, the Declarants declare that all of the Properties 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 the lots and properties described herein. The same shall run with the real property and land, and shall be binding upon all parties having any right, title, or interest in the properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE ONE - DEFINITIONS**

**SECTION 1.** "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Book 1588 of Photos, Page 164

**SECTION 2.** "Properties" means that certain real property previously described.

**SECTION 3.** "Lots" means any plot of land shown upon any recorded subdivision map of the Properties.

**SECTION 4.** "Declarants" means Gregory J. Pasek, and his successors and assigns and Paula J. Pasek, and her successors and assigns. All inquiries, notices, and requirements pertaining to the terms of these Declaration of Covenants, Conditions, and Restrictions shall be directed to the attention of Gregory J. Pasek. Gregory J. Pasek shall have the sole authority to amend and enforce any of the terms of the covenants, conditions, and restrictions.

#### **ARTICLE TWO - EXTERIOR MAINTENANCE**

Each individual Owner shall be obligated to provide exterior maintenance of his own lot and any improvements thereon, including structures and dwellings, including but not limited to painting, mowing, and trimming the yard area of the Lot, and not allowing trash or garbage of any kind to accumulate. If an Owner of any Lot on the Properties fails to maintain the premises and the improvements situated thereon in a manner satisfactory to the Declarants and/or any owner, the Declarants and/or the Owners shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this article and to enter upon the parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become the debt of the Owner of the Lot in favor of those parties undertaking such action.

#### **ARTICLE THREE - USE RESTRICTIONS**

**SECTION 1.** Enjoyment of Property. The Owner(s) shall use their respective properties to their enjoyment in such a manner so as to not offend or detract from any other Owners' enjoyment of their own respective properties. Such property shall be used for single family dwellings and shall not be utilized for any duplex, apartment, or other multiple family dwelling.

**SECTION 2.** Violation of Law. No Owner shall carry on any activity of any nature whatsoever on his property that is in violation of the

Book 1588 of Photos, Page 165

laws, ordinances, regulations, and statutes of the State Of Wyoming, City of Gillette, Campbell County, or other applicable government body.

**SECTION 3.** Pets, Livestock, and Poultry. No animals may be kept except dogs and cats, and they shall be kept in an area which is adequately fenced, preferably by a fence which will keep the same within Owner's area. The premises must be kept clean and in sanitary condition so as not to be offensive to adjoining owners. Owner shall not operate any commercial enterprises involving pets, i.e. kennels or pet farms, or activities of breeding for commercial purposes.

The owner of Lots 3E and 3F may have up to two (2) horses on each lot.

**SECTION 4.** Commercial Activity. Neither the Owner, any lessor, lessee, or any others shall conduct any commercial activity of any type or nature on the property.

**SECTION 5.** Temporary Structures. No structures of a temporary character, such as a trailer, shack, or other outbuildings, shall be used on any Lot at any time. However, each home may have one shed for the storage of tools, lawn mowers, and other equipment, not to exceed 8 feet by 16 feet in dimension.

**SECTION 6.** Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Wyoming, Campbell County, or the City of Gillette.

**SECTION 7.** Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other non-biodegradable waste shall not be kept except in a sanitary container. Every Owner, occupant, or tenant shall have weekly garbage and refuse removal as provided by the City of Gillette.

**SECTION 8.** Oil and Mining Operations. No oil drilling, coal, mineral, sand, gravel, rock, or other development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts of any type or nature be permitted upon, in, or under any Lot.

Book 1588 of Photos, Page 166

**SECTION 9.** Sewer and Utility Line Locations. The Lot Owner and building contractor are responsible for determining elevation of sewer lines in the street before construction begins and the location of all other utility lines and easements.

**SECTION 10.** Distance Between Buildings and Setbacks. The set-back from the front lot line to the foundation, and for any structures, shall be, at a minimum, that established by the appropriate governing authority, including the City of Gillette. Any variances applied for must also be approved, in writing, by the Declarants and all Owners.

**SECTION 11.** Automobile Repair and Maintenance. No more than two vehicles may be parked outside an enclosed garage, whether on the driveway or the street, or any combination thereof, on a continual basis. There shall be no major overhaul or repair work performed on automobiles or other vehicles outside which are deemed to be in an inoperable condition in excess of three (3) days. Any vehicles which remain outside beyond three (3) days which are inoperable and undesirable in the sole determination of the Declarants or the Owners may be removed by the action of the Declarants and/or the Owners.

**SECTION 12.** Signs. No signs of any kind nor for any uses except public notice by a political division of the state, or as required by law, shall be erected, posted, painted or displayed on any building site or portion of the subdivision whatsoever, except any builder may erect a sign up to 4 feet by 8 feet wide to display all other signs from subcontractors and materialmen. There will be one construction sign allowed per Lot which must be installed in a professional manner. The sign must be removed at the time the certificate of occupancy is issued by the governing authority. Any Owner wishing to sell or rent his home or Lot may place a sign on his lot not larger than 1,200 square inches advertising the property for sale or rent.

**SECTION 13.** Driveways. Driveways shall be paved from the street to the garage with material such as asphalt, concrete or paving stone. Driveways must be at least 10 feet in width from the street to the garage.

**SECTION 14.** Home Completion. No pits or unfinished basement structures shall be allowed to exist in excess of ninety (90) days from the date in which the basement is constructed. All homes must have the exterior

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of the structure completed within 180 days from the date framing begins. Such includes siding, roofing, windows, doors, and other exterior framing and completion of the dwelling. Should the completion of the structure extend beyond 180 days, the Declarants and/or other Owners may contract to have it completed and assess the property owner or builder for the costs.

**SECTION 15:** Re-Subdivision. No Lot may be re-subdivided or changed in any dimension or character from the final recorded plat without the prior written approval of the Declarants.

**SECTION 16:** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain in excess of two (2) stories in height, plus a basement. Only one single-family dwelling placed on each lot. Each single family dwelling shall have three (3) enclosed garage spaces, having three separate entrances visible from the streets. All houses in the subdivision no matter what style must contain at least 1,800 square feet of finished floor area on the main level, exclusive of the basement.

All houses must be stick built on the Lot. All dwellings constructed on any Lot shall be constructed so that they will have a minimum appraised value upon completion of \$240,000.00, including the value of the Lot.

**SECTION 17:** All buildings shall be located on all Lots in accordance with the minimum building setback requirements established by the City of Gillette. If the City of Gillette imposes any limitations on the use or development of these Lots which is more restrictive than those imposed by these covenants, the more restrictive limitations of the City of Gillette shall take precedence over these covenants.

**SECTION 18:** Each front yard and side yard visible from a public street shall be sodded, hydroseeded, or broadcast seeded and landscaped to the rear of the structure. All rear yards not visible from a public street shall, at a minimum, be seeded by broadcast seeding. All of these requirements must be met within twelve (12) months after the occupancy of the dwelling on the Lot.

**SECTION 19:** No building material shall be stored on any Lot except as needed during active construction on the Lot. All garbage cans

and storage piles shall be kept screened so as to conceal them from view of neighboring residences and from the streets in the subdivision.

**SECTION 20:** The purchaser of each Lot is responsible for determining the location and elevation of sewer service, and determining how the location and elevation of the sewer service will affect the type and location of the dwelling to be constructed on the Lot.

**SECTION 21:** Any person or entity constructing a dwelling on a Lot shall maintain in full force and effect a policy of builder's risk insurance with such coverage as is required by the City of Gillette for any contractor constructing a dwelling within the city limits.

**SECTION 22:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements are for each Lot, and all improvements in it shall be maintained continuously by the owner of the Lot, except those improvements for which a public authority or utility company is responsible.

**SECTION 23:** The purchaser of any Lot in the subdivision shall be responsible for obtaining and reviewing soils reports relating to the Lot and engaging a geotechnical and other appropriate engineer to evaluate the soils conditions.

**SECTION 24:** No recreational vehicles, boats, trailers, campers, or commercial trucks, other than pickups, shall be parked either on any street in the subdivision or on any Lot in the subdivision except behind the building setback lines.

**SECTION 25:** All exterior materials will be wood, brick, stone, stucco, prefinished aluminum siding, prefinished steel siding, or any combination thereof. All exterior trim, paint, and surfaces shall be of earth tone. All roofs shall consist of earth tones, unless a variance is granted by the Declarants.

**ARTICLE FOUR - ARCHITECTURAL CONTROL**

No building, fence, wall, home, or other structure shall be constructed or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarants. If the Declarants fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed to have been given, and this section will have been fully complied with.

**ARTICLE FIVE - GENERAL PROVISION**

**SECTION 1.** Enforcement. The Declarants and/or any Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations, and reservations, now or hereinafter imposed by the provisions of this Declaration. Failure by the Declarants and/or the Owners shall not be deemed to be a waiver of the right to do so thereafter.

**SECTION 2.** Severability. The invalidation of any one of the these covenants or restrictions by a judgment or court order shall not affect any other provisions which shall remain in full force and effect.

**SECTION 3.** Binding Effect. The covenants herein set forth shall run with the land and bind the present Owners, their successors, and assigns, and all other parties claiming under them shall be taken to hold, agree, and covenant with the Owners of said building sites, their successors and assigns, and with each of them, to conform to said restrictions. The Declarants reserve the right to amend these covenants, conditions, and restrictions upon giving notice to the Owners of the affected lots.

The violation of these restrictions shall not defeat nor render invalid the lien of any mortgage (or deed of trust) made in good faith and for value.

**SECTION 4.** Attorney's Fees and Costs. Should the Owners and/or Declarants be required to take legal action through demand, suit, or otherwise to enforce the terms and conditions of these Declaration of

Covenants, Conditions, and Restrictions, they shall be entitled to recover their reasonable attorneys fees and costs incurred to enforce the same and to undertake any action as may be required.

Dated this 25<sup>th</sup> day of February, 2000.

**ATTEST:**

Lots 3E and 3F of the Resubdivision of Lot 3C Block 4, Westover Hills, Phase I

  
Gregory J. Pasek  
222 S. Gillette Ave., Suite 310  
Gillette, WY 82716  
Declarant

  
Paula J. Pasek  
2801 Westover Road  
Gillette, WY 82718  
Declarant

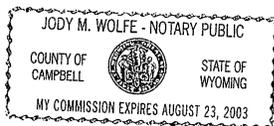
Book 1588 of Photos, Page 171

**ACKNOWLEDGMENT**

STATE OF WYOMING )  
 )§  
COUNTY OF CAMPBELL )

The above and foregoing was acknowledged before me by Gregory J. Pasek, Declarant, of Lots 3E and 3F of the Resubdivision of Lot 3C, Block 4, Westover Hills, Phase I on this 25 day of February, 2000.

WITNESS my hand and official seal.



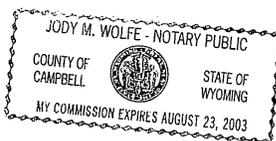
Jody M. Wolfe  
Notary Public

My Commission expires:

STATE OF WYOMING )  
 )§  
COUNTY OF CAMPBELL )

The above and foregoing was acknowledged before me by Paula J. Pasek, Declarant, of Lots 3E and 3F of the Resubdivision of Lot 3C, Block 4, Westover Hills, Phase I on this 25th day of February, 2000.

WITNESS my hand and official seal.



Jody M. Wolfe  
Notary Public

My Commission expires:

00-203



STATE OF WYOMING } ss.  
Campbell County }  
Filed for record this 29th day of February  
A.D. 2000 at 8:04 o'clock A. M. and recorded  
in Book 1588 of Photos RECORDED  
on page 163-171 Fees \$ 22.00 INDEXED  
CHECKED  
9  
Green Saunders 759273  
County Clerk and Ex-Officio Register of Deeds  
By  
Deputy Sharon Skiffitt

Book 1966 of Photos, Page 211

**833227**

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**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**LOTS 3E AND 3F OF THE RESUBDIVISION OF LOT 3C, BLOCK 4  
WESTOVER HILLS, PHASE I**

---

THIS DECLARATION is made by Gregory J. Pasek and Shirley J. Pasek, husband and wife, having an interest in the following described property. The above individuals are herein described as the Declarants. This First Amended Declaration of Covenants, Conditions and Restrictions shall amend that previously filed Declaration of Covenants, Conditions and Restrictions dated the 15<sup>th</sup> day of July, 1999 and filed in Book 1553 of Photos, Page 308 of the records of Campbell County, Wyoming. This instrument shall in all respects amend and supercede the aforementioned Declaration.

WITNESSETH:

WHEREAS, Declarants are the owners of the certain property in the City of Gillette, State of Wyoming, more particularly described as;

Lots 3E and 3F of the Resubdivision of Lot 3C, Block 4 Westover Hills, Phase I  
City of Gillette, Wyoming

NOW, THEREFORE, the Declarants declare that all of the Properties 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 the lots and properties described herein. The same shall run with the real property and land, and shall be binding upon all parties having any right, title, or interest in the properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

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**ARTICLE ONE - DEFINITIONS**

**SECTION 1.** "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 2.** "Properties" means that certain real property previously described.

**SECTION 3.** "Lots" means any plot of land shown upon any recorded subdivision map of the Properties.

**SECTION 4.** "Declarants" means Gregory J. Pasek and Shirley J. Pasek, and their successors and assigns if such successors of assigns should acquire more than one undeveloped lot from the Declarants for the purpose of development. All inquiries, notices, and requirements pertaining to the terms of these Declaration of Covenants, Conditions, and Restrictions shall be directed to the attention of Gregory J. Pasek and Shirley J. Pasek. Gregory J. Pasek and Shirley J. Pasek shall have the sole authority to amend and enforce any of the terms of the covenants, conditions, and restrictions.

**ARTICLE TWO - EXTERIOR MAINTENANCE**

Each individual Owner shall be obligated to provide exterior maintenance of his own lot and any improvements thereon, including structures and dwellings, including but not limited to painting, mowing, and trimming the yard area of the Lot, and not allowing trash or garbage of any kind to accumulate. If an Owner of any Lot on the Properties fails to maintain the premises and the improvements situated thereon in a manner satisfactory to the Declarants and/or any owner, the Declarants and/or the Owners shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this Article and to enter upon the parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become the debt of the Owner of the Lot.

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**ARTICLE THREE - USE RESTRICTIONS**

**SECTION 1.** Enjoyment of Property. The Owners shall use their respective properties to their enjoyment in such a manner so as to not offend or detract from any other Owners' enjoyment of their own respective properties. Such property shall be used for single family dwellings and shall not be utilized for any duplex, apartment, or other multiple family dwelling.

**SECTION 2.** In Derogation of Law. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws, ordinances, regulations, and statutes of the State Of Wyoming, City of Gillette, Campbell County, or other applicable government body.

**SECTION 3.** Pets. No animals may be kept except dogs and cats, and they shall be kept in an area which is adequately fenced, preferably by underground fence which will keep the same within Owner's area. The premises must be kept clean and in sanitary conditions so as not to be offensive to adjoining owners. Owner shall not operate any commercial enterprises involving pets, i.e. kennels or pet farms, or activities of breeding for commercial purposes.

**SECTION 4.** Commercial Activity. Neither the Owner, any lessor, lessee, or any others shall conduct any commercial activity of any type or nature on the property excepting a home based business as allowed and provided for under the Code of the City of Gillette, as amended from time to time.

**SECTION 5.** Temporary Structures. No structures of a temporary character, such as a trailer, shack, or other outbuildings, shall be used on any Lot at any time.

**SECTION 6.** Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Wyoming, Campbell County, or the City of Gillette.

**SECTION 7.** Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept according to the provisions of Section 3 hereof, and in

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accordance with the laws of the State of Wyoming, Campbell County, and the City of Gillette as may apply to the specific property. However, the Owner of Lots 3E and 3F may have up to two (2) horses on each lot.

**SECTION 8.** Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. Every Owner, occupant, or tenant shall have weekly garbage and refuse removal as provided by the City of Gillette.

**SECTION 9.** Oil and Mining Operations. No oil drilling, coal, mineral, sand, gravel, rock, or other development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts of any type or nature be permitted upon, in, or under any Lot.

**SECTION 10.** Sewer and Utility Line Locations. The Lot Owner and building contractor are responsible for determining elevation of sewer lines in the street before construction begins and the location of all other utility lines and easements.

**SECTION 11.** Distance Between Buildings and Setbacks. The setback from the front lot line to the foundation shall be a minimum of fifty (50) feet on all Lots unless variances applied for by the Owner and approved in writing by the Declarants. The setback distances from the side lot line on the following lots shall be thirty (30) feet. Any variances from those distances set forth must be approved in writing by the Declarants.

**SECTION 12.** Automobile and Trailer, Repair, Maintenance and Storage. No more than four (4) vehicles, to include any car, truck, or trailer, or combination thereof, may be parked outside an enclosed garage, whether on the driveway or the street, or any combination thereof, on a continual basis. There shall be no major overhaul or repair work performed on automobiles or other vehicles outside which are deemed to be in an inoperable condition in excess of three (3) days. Any vehicles which remain outside beyond three (3) days which are inoperable and undesirable in the sole determination of the Declarants or the Owners may be removed by the action of the Declarants and/or the Owners.

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**SECTION 13.** Signs. No signs of any kind nor for any uses except public notice by a political division of the state, or as required by law, shall be erected, posted, painted or displayed on any building site or portion of the subdivision whatsoever, except any builder may erect a sign up to 4 feet by 8 feet wide to display all other signs from subcontractors and materialmen. There will be one construction sign allowed per Lot which must be installed in a professional manner. The sign must be removed at the time the certificate of occupancy is issued by the governing authority. Any Owner wishing to sell or rent his home or Lot may place a sign on his lot not larger than 1,200 square inches advertising the property for sale or rent.

**SECTION 14.** Driveways. Driveways shall be paved from the street to the garage with material such as asphalt, concrete or paving stone. Driveways must be at least ten (10') feet in width from the street to the garage.

**SECTION 15.** Size of Home. All houses must be stick built and have 2,000 square feet or more living area with a minimum of 1,200 square feet on the main level.

**SECTION 16.** Home Completion. No pits or unfinished basement structures shall be allowed to exist in excess of ninety (90) days from the date in which the basement is constructed. All homes must have the exterior of the structure completed within one hundred fifty (150) days from the date framing begins. Such includes siding, roofing, windows, doors, and other exterior framing and completion of the dwelling. Should the completion of the structure extend beyond one hundred fifty (150) days, the Declarants and/or other Owners may contract to have it completed and assess the property owner or builder for the costs.

**SECTION 17:** Re-Subdivision. No Lot may be re-subdivided or changed in any dimension or character from the final recorded plat without the prior written approval of the Declarants.

**ARTICLE FOUR - GENERAL PROVISION**

**SECTION 1.** Enforcement. The Declarants and/or any Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations, and reservations, now or hereinafter imposed by the provisions of this Declaration. Failure by the Declarants and/or the Owners shall not be deemed to be a waiver of the right to do so thereafter.

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**SECTION 2.** Severability. The invalidation of any one of these covenants or restrictions by a judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**SECTION 3.** Binding Effect. The covenants herein set forth shall run with the land and bind the present Owners, their successors, and assigns, and all other parties claiming under them shall be taken to hold, agree, and covenant with the Owners of said building sites, their successors and assigns, and with each of them, to conform to said restrictions. Failure of Declarants and the Owner of any other lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall in no event be a waiver of the right to enforce any subsequent violation. The Declarants reserve the right to amend these covenants, conditions, and restrictions upon giving notice to the Owners of the affected lots.

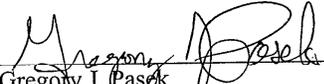
The violation of these restrictions shall not defeat nor render invalid the lien of any mortgage (or deed of trust) made in good faith and for value.

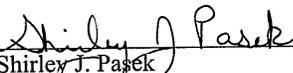
**SECTION 4.** Attorney's Fees and Costs. Should the Owners and/or Declarants be required to take legal action through demand, suit, or otherwise to enforce the terms and conditions of these First Amended Declaration of Covenants, Conditions, and Restrictions, they shall be entitled to recover their reasonable attorneys fees and costs incurred to enforce the same and to undertake any action as may be required.

Dated this 6th day of May, 2004.

**ATTEST:**

Lots 3E and 3F of the Resubdivision of Lot 3C Block 4, Westover Hills, Phase I

  
\_\_\_\_\_  
Gregory J. Paszk  
222 S. Gillette Ave., Suite 708  
Gillette, WY 82716  
Declarant

  
\_\_\_\_\_  
Shirley J. Paszk  
222 S. Gillette Avenue, Suite 708  
Gillette, WY 82716  
Declarant

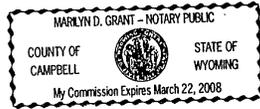
Book 1966 of Photos, Page 217

Acknowledgment

STATE OF WYOMING )  
 )§  
COUNTY OF CAMPBELL )

The foregoing was sworn to, acknowledged, and signed before me by Gregory J. Pasek, known to me (or satisfactorily proven) to be the person named in the foregoing document, and who acknowledged that he freely and voluntarily executed the same for the purposes stated therein, this 6th day of May, 2004.

WITNESS my hand and official seal.



Marilyn D. Grant  
Notary Public

My Commission Expires: March 22, 2008

STATE OF WYOMING )  
 )§  
COUNTY OF CAMPBELL )

The foregoing was sworn to, acknowledged, and signed before me by Shirley J. Pasek, known to me (or satisfactorily proven) to be the person named in the foregoing document, and who acknowledged that she freely and voluntarily executed the same for the purposes stated therein, this 6th day of May, 2004.

WITNESS my hand and official seal.

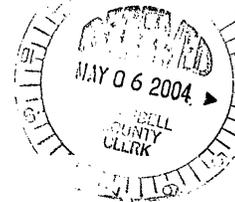


Marilyn D. Grant  
Notary Public

My Commission Expires: March 22, 2008

04-332

7



STATE OF WYOMING } ss.  
Campbell County

Filed for record this 6th day of May A.D. 2004 at 4:06 o'clock P.M. and recorded in Book 1966  
of Photos on page 211-217 Fees \$ 26.00  
Shirley J. Pasek By Patricia A. Sparkling  
County Clerk and Ex-Officio Register of Deeds Deputy

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED