

DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR
470781
BLOCK 1 OF LATIGO HILLS FILING NO. 2

HOUSING SERVICES, INC., fee owner of the following described
real property located in the County of Campbell, State of Wyoming,
to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 12, 13, 14, 15, 16, 17, 18, 19,
20, 21, 22 and 23 of Block 1 of
Latigo Hills Filing No. 2, a part
of Sections 26 and 27, Township 44
North, Range 72 West, 6th P.M.,
County of Campbell, State of Wyo-
ming, according to the plat thereof
filed for record July 26, 1979 in
Book 2 of Plats, pages 197 and 198
and Recorder of Campbell County,
Wyoming.

hereby makes the following declaration as to limitations, restric-
tions, and uses to which the lots referred to above (hereafter
"the Lots") may be put, and hereby specifies that such declara-
tion shall constitute covenants to run with the land, as provided
by law, and shall be binding upon all persons claiming under them,
and for the benefit of and limitation upon all future property
owners within said subdivision (hereafter "the Subdivision").

SECTION A. PURPOSE OF COVENANTS:

- (1) The purposes of the requirements set forth herein are
to:
- (a) attain high quality development and construction
within the Subdivision;
 - (b) insure compatibility and harmony between the
improvements erected on the Lots and between said
improvements and the land within and without the
Subdivision;

STATE OF WYOMING

Campbell County

Filed for record this 14th day of January A. D. 1980 at 9:26 o'clock A. M. and recorded in Book 495

of Photos on page 148 Fees \$ 36.00

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

RECORDED
ABSTRACTED ✓
INDEXED ✓

By Deputy

Wootley
470781

- (c) prevent nuisances;
 - (d) prevent the impairment of the attractiveness of the land within and without the Subdivision;
 - (e) maintain the desired tone of the community;
 - (f) protect the value of each lot within the subdivision; and
 - (g) secure to each Lot owner the full enjoyment and benefit of said Lot with no greater restriction on the free and undisturbed use of said Lot than is necessary to insure the same advantages to other Lot owners.
- (2) The procedures and standards set forth herein shall primarily apply to:
- (a) assuring compatibility and harmony of exterior colors, materials and design;
 - (b) relating the proposed improvements for each Lot to the natural features of the land within and without the Subdivision and to neighboring improvements; and
 - (c) conforming proposed plans and specifications to the requirements of this Declaration.
- (3) Compliance with this Declaration does not constitute compliance with any applicable building codes or regulations.

SECTION B. ARCHITECTURAL REVIEW PROCEDURES:

- (1) Submission of Preliminary Plans and Specifications.
- (a) At the time of the preliminary architectural design of any improvements to be erected on any Lot within the Subdivision, the Lot owner shall submit plans and specifications to Housing Services, Inc. (hereafter "HSI") for approval.
 - (b) Within thirty (30) days following HSI's receipt of preliminary plans and specifications, HSI shall notify the Lot owner of its approval, conditional

approval or rejection of the said plans and specifications.

(2) Submission of Final Plans and Specifications.

- (a) Prior to the commencement of construction of any improvements on any Lot and subsequent to the issuance of approval or conditional approval pursuant to Section B(1)(b) hereof, the Lot owner shall submit duplicate copies of the plans and specifications of said improvements to HSI.
- (b) The plans and specifications to be submitted pursuant to Section B(2)(a) hereof shall include, but not be limited to, the following:
 - (i) the floor plans, exterior elevations, details of exterior architectural features, wall sections and plot grading;
 - (ii) the principal exterior materials and color schemes;
 - (iii) the location, type and method of utilization of all utilities;
 - (iv) a full description of all signs, lighting, and site clearance planned in connection with the construction of the improvements;
 - (v) an approximate schedule showing commencement and completion dates for the improvements to be constructed on the Lot, utility hook up and completion of landscaping work;
 - (vi) a landscaping plan which shall show:
 - (A) the position, type and height of all trees, shrubs, plantings, and living ground cover;
 - (B) location and type of fencing, peripheral or retaining walls, driveways, off street parking areas;

- (C) all other topographical and decorative features.
- (c) All plans and specifications submitted to HSI pursuant to Section B(2)(a) hereof shall be approved, conditionally approved or rejected within thirty (30) days following HSI's receipt of complete plans and specifications.
- (d) On or before the expiration of the thirty-day period set forth in Section B(2)(c) hereof, HSI shall send the Lot owner a notice stating:
- (i) the reasons for HSI's rejection of the owner's plans and specifications, if rejected;
 - (ii) HSI's approval of said plans and specifications; or
 - (iii) HSI's conditions of approval, if said plans and specifications are conditionally approved.
- (e) The notice mailed pursuant to Section B(2)(d)(iii) hereof shall stipulate that said approval shall not be effective until HSI has received the Lot owner's consent to be bound by the conditions of approval therein proposed. In the event that the Lot owner shall withhold his consent to such conditions, the plans and specifications shall be deemed to have been rejected.
- (f) HSI's approval, conditional approval or rejection of any plans and specifications submitted pursuant to Section B(1)(a) or B(2)(a) hereof shall be based on the purposes set forth in Section A hereof and compliance with the requirements of Section C hereof. HSI's approval shall not be unreasonably withheld. HSI's actions shall not be arbitrary or capricious and shall be conclusive and binding upon all interested parties.

- (g) All plans and specifications to be submitted to HSI hereunder shall be mailed or delivered to the following address or to such other address as HSI may from time to time designate:

Housing Services, Inc.
Post Office Box 5300
555 Seventeenth Street
Denver, Colorado 80217

- (h) In the event that any plans or specifications submitted pursuant to this Declaration are rejected by HSI, the resubmission of plans and specifications shall be subject to the same requirements which applied to the original submittal.
- (i) HSI shall have the right to waive compliance with or vary any of the procedures or standards set forth herein, at its discretion, for good cause shown.
- (j) At reasonable times and upon reasonable notice, representatives of HSI shall have the right to enter upon any Lot during the course of construction of any improvements approved hereunder for the purpose of inspecting said improvements to verify the Lot owner's compliance with the approved plans and specifications. One copy of the approved plans and specifications shall be retained by HSI for the purpose of said inspections.

SECTION C. ARCHITECTURAL AND DESIGN CRITERIA:

- (1) Architectural Requirements:

- (a) Building Design:

Building design shall relate to adjacent buildings and the natural topographical features within each Lot. Orientation of uses within each Lot shall

relate to uses of adjoining Lots and overall pedestrian and vehicular circulation patterns within and without the Subdivision.

(b) Site Planning:

Site planning shall relate to existing buildings and streets. Natural topography shall be maintained wherever possible and buildings shall be designed to confirm to and complement existing topography.

(c) Building Groups:

When multiple structures are planned as a part of a single ownership or project on any single Lot or group of Lots, said structures shall be designed in a unified architectural and spatial manner.

(d) Vehicular Access:

Vehicular access to each Lot or each group of Lots under common ownership shall be carefully designed in relation to vertical and horizontal curves, sight distances, median cuts, and other driveways. Commonly accepted traffic engineering criteria shall be uniformly applied and curb cuts minimized. No driveway, curb cut for vehicular access or curb cut for any other purpose shall be permitted on the side lot lines of either Lot 6 or Lot 23 of Block 1 adjacent to Reno Drive.

(e) Pedestrian Circulation:

Attention shall be given to pedestrian circulation on site from parking areas to the structures planned for each Lot, open space and pedestrian walkways and to structures on adjoining Lots.

(f) Landscaping:

Landscaping shall be designed to unify the building and its site, existing buildings and existing adjacent landscaping. Paving materials and planting shall be appropriate to accomplish the purposes set forth in Section A hereof.

(g) Exterior Materials:

Exterior materials shall be carefully controlled as to character. The use of non-reflective building materials with finishes in a range of earth tones is encouraged.

(h) Building Codes:

All improvements to be erected on any Lot, including electrical, plumbing and mechanical systems, shall be in compliance with all applicable codes, ordinances, rules and regulations now or hereafter in effect.

(i) Architect/Engineer:

All improvements to be erected on any Lot shall be designed by a licensed architect or engineer

(j) Exterior Mechanical Equipment:

No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on the exterior walls of any building or structure unless the same is covered, screened and installed in a manner which shall first have been approved in writing by HSI.

(2) Miscellaneous Requirements:

(a) Loading Areas:

Truck loading and receiving areas shall be screened from view by architectural means or by landscaping and shall not be permitted in the front yard of any Lot except with the prior approval of HSI.

(b) Waste Storage:

Exterior waste and rubbish storage areas may be permitted with the approval of HSI, provided that they are architecturally screened from view and from wind. All trash and rubbish containers must be kept covered and out of sight at all times.

(c) Materials Storage:

No materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature shall be stored or per-

mitted to remain on any Lot outside the buildings or structures constructed thereon.

(d) On Site Utility Connections:

All permanent electrical or telephone connections and installation of wires to buildings or structures on any Lot shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other such apparatus shall be located on any power pole nor hung on the outside of any building or structure. Such equipment shall be placed on or below the surface of the land and, when placed on the surface, shall be adequately screened and fenced, and all such installations shall be subject to the prior approval of HSI.

(e) On-Site Drainage:

Each Lot owner shall be required to provide adequate drainage facilities, including on-site ponds and/or controls of storm water runoff resulting from precipitation. The amount of ponding or controls shall be at least sufficient to accommodate estimated change in storm water runoff resulting from the placement of buildings and parking areas, and shall be discharged in a manner consistent with commonly accepted engineering practices.

(f) Street Parking:

No parking shall be permitted on any street or access road at any place other than the paved parking spaces to be provided within each Lot.

(g) Vehicular Storage:

Automobile parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses and other large semi-mobile equipment provided that the parking of such vehicles and equipment may be permitted if prior approval of adequate

screening by landscaping or fencing is obtained from HSI.

(h) Water Supply:

No individual water-supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements and standards of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained from said District prior to commencement of construction.

(i) Sewage Disposal:

No individual sewage disposal system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements of the Wright Water and Sewer District, Wright, Wyoming. Approval of such system shall be obtained from said District prior to commencement of construction.

(j) On-Site Parking Space Requirements:

Each Lot owner shall, as a minimum, provide parking space for the improvements to be erected on each Lot, or group of Lots held in common ownership and devoted to common use, in accordance with the following ratios:

- (i) 1 space per 200 square feet of finished office floor space, plus
- (ii) 1 space per 1000 square feet of enclosed floor space used for non-office purposes.

(k) Nuisances:

No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which may constitute or may become a nuisance to other Lot owners within the subdivision.

(l) Excluded Uses:

No Lot or group of Lots within the subdivision shall be used as a site for a gravel pit, automobile

wrecking yard, sanitary landfill, waste disposal area, mineral extraction or processing facility, mobile home park, recreational vehicle park, junk yard, aggregate plant, asphalt plant, drive-in movie or concrete batch plant.

(m) Building Location:

- (i) No building shall be located on any Lot nearer to the front lot line bordering Ranch Court than fifty feet.
- (ii) No building shall be located on any interior Lot nearer than twenty-five feet to the rear lot lines of Lots 6 through 23 of Block 1.
- (iii) No building shall be located on Lots 6 or 23 of Block 1 nearer than twenty-five feet to the lot line bordering Reno Drive.
- (iv) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as 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.

SECTION D. CONSTRUCTION REQUIREMENTS:

(1) Pre-Construction Conference:

Prior to commencing construction, each Lot owner or his builder or contractor, will meet with representatives of HSI to review procedures and coordinate proposed construction activities on the Lot.

(2) Compliance With Applicable Laws and Regulations:

All applicable federal, state and local laws, rules, regulations and orders will be strictly observed by the Lot owner and his contractors and subcontractors at all times.

- (3) Construction Trailers, Portable Field Offices, Etc.:
Prior to locating any construction trailer, field office or similar equipment within the Subdivision, the Lot owner or his contractor shall first obtain the written approval of HSI. Said approval shall set forth the location of such equipment and shall require the removal of said equipment within thirty (30) days following completion of construction.
- (4) Storage of Materials and Equipment:
- (a) Owners and contractors are permitted to store construction materials and equipment on the Lot during the construction period. It shall be neatly stacked, properly covered and secured. Storage of material or construction equipment outside the owner's or builder's Lot will be done only with the approval of HSI.
 - (b) Storage of materials or equipment shall be the sole responsibility of the Lot owner and his contractor.
 - (c) Lot owners and contractors shall not disturb, damage or trespass on other Lots or common areas within the Subdivision.
- (5) Debris and Trash Removal:
- (a) Owners and contractors shall clean up all trash and debris on the Lot at the end of each week. Trash and debris shall be removed from each Construction Site at least once a week. Lightweight material, packaging, and other items, shall be covered or weighted down to prevent wind from blowing such materials off the Lot. Lot owners and contractors are prohibited from dumping, burying, or burning trash anywhere in the Subdivision except in areas designated by HSI.
 - (b) During the construction period, each Lot shall be kept neat and shall be properly policed to prevent it from becoming a public nuisance, eyesore, or

from adversely affecting other Lots or common areas within the Subdivision. All clean-up costs incurred by HSI will be billed to the Lot owner.

- (c) Dirt, mud or debris resulting from construction activity on each Lot shall be promptly removed from public or private roads, common areas, driveways or other portions of the Subdivision.

(6) Sanitary Facilities:

Each Lot owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the Lot itself or in areas approved by HSI.

(7) Parking Areas:

Construction crews will not park on, or otherwise use other Lots or common areas within the Subdivision. Private vehicles, construction vehicles, and machinery parked off any Lot will be parked in areas designated by HSI.

(8) Restoration or Repair of Other Property Damaged:

- (a) Damage and scarring to other property, including, but not limited to other Lots, common areas, roads, driveways or other improvements within the Subdivision will not be permitted. If any such damage occurs, it shall be repaired and restored promptly at the expense of the person or entity causing the same.
- (b) Upon completion of construction, each Lot owner or his contractor shall clean his Lot and repair all damaged property.

- (9) Each Lot owner within the Subdivision will be responsible for the conduct and behavior of his representatives, builders, contractors, and subcontractors. Each Lot owner shall require his contractor to read this Declaration prior to commencement of any construction work on the Lot. Each Lot owner shall insert a provision in his construction contract with his contractor

obligating such contractor to comply with the requirements set forth in this Section D during the course of construction and to cause his subcontractors to comply with said section.

SECTION E. POST CONSTRUCTION MAINTENANCE:

(1) Site and Building Maintenance:

Each Lot owner shall keep his improvements in a safe, clean and neat condition; shall remove, replace or restore all such items not in such condition; and shall comply in all respects with all government, health and police requirements and with such standards as are established by HSI. Each Lot owner shall remove at its own expense any rubbish or trash of any character which may accumulate on its property. Rubbish and trash shall not be disposed of within the Subdivision by burning in open fires or incinerators.

(2) Maintenance of Landscaping and Grounds:

The grounds within each Lot shall be maintained in a neat and adequate manner which shall include lawn mowing, hedge trimming, adequate irrigation, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas and appropriate pruning of plant materials.

SECTION F. DURATION AND AMENDMENT:

(1) Duration:

This Declaration, and any amendments hereto, shall remain in effect until December 31, 2009 unless sooner terminated as hereinafter provided.

(2) Amendment:

These Covenants may be amended or terminated or extended for successive 20-year terms by an instrument in writing executed and acknowledged by HSI and by owners of more than one-half of the Lots within the Subdivision

other than land then owned by HSI, or if at such time HSI does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the Lots in the Subdivision. Amendments made pursuant to the provisions of this Section F(2) shall inure to the benefit of and be binding upon the owners of all land in the Subdivision, and any other persons or entities having an interest therein, their respective heirs, successors and assigns. A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

SECTION G. ENFORCEMENT:

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of each Lot owner within the Subdivision. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by any Lot owner, as well as by HSI. Violation of any condition, covenant, restriction, or reservation herein contained shall give to HSI and to any Lot owner the right to bring proceedings in law or equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions and reservations shall give to HSI the right to enter upon any Lot and abate, remove, modify or replace at the expense of the owner thereof any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. Every act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available

to each Lot owner and HSI. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of the Lot owners or HSI to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and neither the Lot owners nor HSI shall not be liable therefor.

SECTION H. LIMITED LIABILITY:

Neither HSI nor any director, officer, member, agent or employee thereof shall be liable to any party for any action or for any failure to act with respect to any matter if the action was taken or failure to act was in good faith.

IN WITNESS WHEREOF, this Declaration has been executed as of the 9th day of January, 1980.

HOUSING SERVICES, INC.

WDS.



By L. R. Short
Assistant Secretary

By R. E. Huff
R. E. Huff Vice President

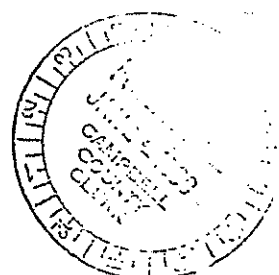
STATE OF COLORADO)
) SS.
CITY & COUNTY OF DENVER)

The foregoing was acknowledged before me this
9th day of January, 1980 by R. E. Huff as Vice President
of Housing Services, Inc.

WITNESS my hand and official seal.

Robert A. Sherck
Notary Public

My commission expires: 1/03/81



487206
DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR
A RESUBDIVISION OF LOT 1, BLOCK 2, LATIGO HILLS FILING NO. 2
(MULTI-FAMILY AREA)

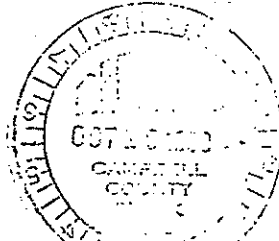
HOUSING SERVICES, INC. (hereafter "HSI"), fee owner of the following described real property located in the County of Campbell, State of Wyoming, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of Block 2, of Latigo Hills Filing No. 2, a part of Section 27, Township 44 North, Range 72 West, 6th P.M., County of Campbell, State of Wyoming, according to the plat thereof filed for record at Book 3 of Plats, page 18 of the records of the County Clerk and Recorder, Campbell County, Wyoming;

hereby makes the following declaration as to limitations, restrictions, and uses to which certain lots within such subdivision (hereafter "the Subdivision") may be put, and hereby specifies that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on persons or entities now or hereafter owning said lots and all persons claiming under them, and for the benefit of and limitation upon all future lot owners in the Subdivision, to-wit:

SECTION A. PURPOSE OF COVENANTS

The purpose of these restrictions is to insure the use of the lots referred to in Section B.1. hereof for attractive multi-family residential uses only, to prevent nuisances, to prevent the impairment of the attractiveness of said lots and adjacent property, and to maintain the desired tone of the community, and thereby to secure to each lot owner within the Subdivision the full benefit and enjoyment of his property, with no greater restriction of the free and undisturbed use of said lot than is necessary to ensure the same advantages to other lot owners.



SECTION B. COVENANTS - MULTI-FAMILY RESIDENTIAL AREA

1. The following restrictive covenants shall apply to Lots 1 through 8 and Lots 10 and 11 of Block 2:

- a. Land Use and Building Type. No lot shall be used except for multi-family residential purposes. Each lot shall have only one residential structure with such structure not exceeding two and one-half stories in height. Each structure shall contain at least two, but not more than six, individual single-family dwelling units. Off-street parking, contained entirely within the lot boundaries, shall be available for a minimum of two vehicles per dwelling unit. Detached garages or other parking structures are permissible.
- b. Building Location
 - (i) No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than twenty-five feet.
 - (ii) No building shall be located nearer than five feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line.
 - (iii) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as 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. Site Plan Approval. No lot owner shall commence construction of any building, structure, road, parking area, or other improvement without first submitting a site plan to HSI for its approval. The site plan shall be submitted personally by the

- e. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- f. Temporary 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.
- g. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.
- h. 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
- i. 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, provided that they are not kept, bred, or maintained for any commercial purposes.
- j. 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 sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

lot owner or their appointed representative and upon submission a representative of HSI will affix to the site plan the date of its submission. The site plan shall contain the following details:

- (i) Location of all proposed buildings, structures, roads, parking areas, and embankments on each building site;
- (ii) Set back distances of all proposed improvements from adjacent lot lines and all existing or proposed improvements on adjacent lots or building sites;
- (iii) Height of all proposed structures;
- (iv) Architectural design of all proposed structures;
- (v) Landscaping plans;
- (vi) Access to and from the site;
- (vii) All proposed fencing, walls, and signs to be erected on the site;
- (viii) Exterior building materials and colors; and
- (ix) Density of proposed structures within the site.

HSI will respond to the lot owner within ten (10) working days of receipt of the site plan or the lot owner may automatically assume that the site plan has been approved.

- d. Easements. Easements for installation and maintenance of utilities and drainage facilities reserved as shown on the recorded plat of the Resubdivision of Lot 1, Block 2, Latigo Hills Filing No. 2. 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

- k. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements and standards of the Wright Water & Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.
- l. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements and standards of the Wright Water & Sewer District, Wright, Wyoming. Approval of such system shall be obtained prior to commencement of construction from said District.
- m. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- n. Land Near Parks. No building shall be permitted nor shall any material or refuse be placed or stored on any lot within five feet of the property line of any park or common area.

- o. Parking of Vehicles. Parking of trailer campers, truck campers, bus campers, boats and boat trailers, and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 48 hours, when parked on the street in front of a residence or on the front driveway or parking area between the front building line and the street.
- p. Mobile Homes and Trailers. No mobile home or trailer shall be temporarily or permanently placed, parked, erected, or maintained on any lot, for residential purposes, for incidental use or for any other purpose whatsoever. This restriction shall not apply to any trailer parked wholly within a garage on any lot.
- (i) "Mobile Home", as used in this Declaration, means a structure, transportable in one or more sections, which is eight feet or more in width and is thirty-two feet or more in length, and which is built on a permanent chassis and designed to be used when connected to required utilities as a dwelling, with or without permanent foundation.
- (ii) The intent of this covenant is to restrict the use of the lots to private dwellings of a conventional nature, and to exclude all other structures except necessary outbuildings. This covenant shall not exclude factory-built modular housing of a conventional type, although not constructed on the premises.
- q. Vehicular Access to Lots. No driveway, curb cut for vehicular access to any lot, or curb cut for any other purpose shall be permitted on any side, rear, or front lot line adjacent to Reno Drive or Rancho Drive. Lots 8, 10, and 11 shall have

vehicular access only through Lot 9. Lot 9 will be commonly and equally owned by the owners of Lots 8, 10, and 11 and will be used only as a means of access to Lots 8, 10, and 11. No improvement, other than a common driveway for these lots, may be constructed on Lot 9.

- r. Fences. Fencing along the side property lines extending perpendicular to the front set back and along the rear property line shall not exceed six feet in height. Fencing in the front yard set back area shall not exceed three feet in height and shall be open in design. Fencing such as a chain link or log type are typical of an open fence. Any lot having both front and rear yard street frontages shall have a six (6) foot high privacy fence (closed type) along the portion of the rear property line which fronts on the street.

SECTION C. DURATION AND AMENDMENT

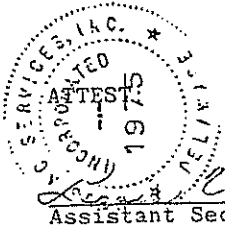
1. Duration: This Declaration, and any amendments hereto, shall remain in effect until _____ unless sooner terminated as hereinafter provided.
2. Amendment: This Declaration may be amended or terminated or extended for successive 20-year terms by an instrument in writing executed and acknowledged by HSI and by owners of more than one-half of the lots within the Subdivision other than land then owned by HSI, or if at such time HSI does not own land in the Subdivision, by an instrument in writing executed and acknowledged by the owners of more than two-thirds of the lots in the Subdivision. Amendments made pursuant to the provisions of this Section C.2. shall inure to the benefit of and be binding upon the owners of all land in the Subdivision, and any others having an interest

therein, their respective heirs, successors, and assigns.
A certificate of a licensed abstract company showing record ownership of the land shall be evidence of such ownership and status for voting purposes.

IN WITNESS WHEREOF, the undersigned owner has hereunto set its hand and seal to this Declaration as of the 22nd day of September, 1980.

HOUSING SERVICES, INC.

By R. E. Huff
R. E. HUFF, Vice President



W. Holcombe
Assistant Secretary

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me by R. E. Huff, as Vice President of Housing Services, Inc., a Delaware corporation, this 22nd day of September, 1980.

WITNES my hand and official seal.

Arthur A. [Signature]
Notary Public



My Commission Expires: 1/03/81

STATE OF WYOMING)
Campbell County) ss.

Filed for record this 10th day of October, A. D., 1980 at 9:32 o'clock A. M. and recorded in Book 526
of Photos on page 545 Fees \$ 18.00
William E. Addison 487206
County Clerk and Ex-Officio Register of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED
By [Signature]
Deputy

DECLARATION OF COVENANTS AND CONDITIONS FOR TOWN HOUSES

505541

RECITALS

1. Northern Wyoming Construction, a Wyoming Corporation, is the owner in fee of the following described land situate in Campbell County, Wyoming:

Lots 1 and 2 of a Resubdivision of Lot 1, Block 2, Latigo Hills Filing No. 2, Campbell County, Wyoming.

2. Northern Wyoming Construction, a Wyoming Corporation, has constructed Town Houses on these lots in such a manner as to enable it to sell and convey each Town House and the land upon which it is located to separate owners.

3. In order to enable each owner to fully enjoy the property acquired by him, it is necessary to grant certain easements to the owners of each Town House and to impose and establish certain terms, conditions and covenants which shall run with the land and be binding upon all owners of the Town Houses and their successors in interest.

4. The covenants herein established are authorized by Wyoming Statute 34-20-101, Wyoming Condominium Ownership Act.

Northern Wyoming Construction, a Wyoming Corporation, therefore, hereby establishes and imposes the following easements, terms, covenants and conditions on Lots 1 and 2 of a Resubdivision of Lot 1, Block 2, Latigo Hills Filing No. 2, Campbell County, Wyoming for the benefit of each lot and each owner of the lot and Town House situate thereon.

These covenants shall be binding on each lot and each owner of the lot and the Town House situate thereon, and their successors in interest, regardless of how that interest is acquired.

MORTGAGES

Nothing contained herein shall jeopardize a first mortgagor's right to take title to any of the subject property pursuant to the remedies provided in such mortgage, including acceptance of a deed in lieu of foreclosure in the event of default by a mortgagor or a sale or lease of the subject property.

Any first Mortgagee who obtains title to the subject property pursuant to the remedies provided in the mortgage or foreclosure will not be liable for that portion of subject property's unpaid dues or charges, which accrued prior to the acquisition of title by a mortgagee. Except as provided by statute in case of condemnation or substantial loss to the subject property and/or common elements of the subject property, unless as least two-thirds of the first mortgagees (based upon one vote for each mortgage owned), or owners (other than the builder) of the individual property units have given their prior written approval, the homeowners association shall not be entitled to:

- (a) by the act or omission, seek to abandon or terminate the project;
- (b) change the pro rate interest or obligations of any individual unit for the purpose of (i) levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rate share of ownership of each unit in the common elements;
- (c) partition or divide the subject property;
- (d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (the granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the project shall not be deemed a transfer within the meaning of this clause);
- (e) use of hazard insurance proceeds for losses to any of the subject property for other than the repair, replacement or reconstruction of the property.

Any proposal or plan pursuant to which the subject property is to be done in phases or add-ons must comply with the following limitations:

- (a) unit owner's undivided interest in the common elements must be stated in the declaration; and the conditions whereby any change in percentage undivided interest in common elements may take place are fully described in the declaration of covenants and conditions of the Town House together with a description of the real property, which will become subject to the project if such alternative percentage interest becomes effective; and;
- (b) no change in the percentage interests in the common elements may be affected pursuant to such phasing or add-on plan more than seven years after the declaration of the covenants becomes effective.

All taxes, assessments and charges, which may become liens prior to the first mortgage under local law shall relate only to the individual unit and not the entire project.

No provision of the covenants gives an individual owner or any other party, priority over any rights of the first mortgagee of the development pursuant to the mortgage in the case of a distribution to such individual owner of insurance proceeds or condemnation awards for losses to a taking of any of the common elements of the project.

The project is to be located on fee title land.

PARTY WALLS

The Town Houses located on these lots are situated so that there is a common wall between the contiguous Town Houses. Each common wall is declared to be a party wall. Each of the owners shall have a non-exclusive easement on that part of the footing, foundation and common wall standing on the lot of the other for lateral support and for housing beams, flues, pipes, wires, ducts, vents, cables, and other utility pipes and conduits (all hereafter called common elements) as are now located within the party wall.

In the event the party wall is damaged or destroyed or the necessity arises for repair or replacement of any of the common elements therein enclosed which service each of the contiguous owners, from any cause other than the negligence of either of the owners, the party wall or common elements thereon enclosed shall be repaired, replaced or rebuilt at the joint equal expense of the owners. If such repair, replacement or rebuilding is required because of the sole negligence of one of the owners, the costs thereof shall be at his sole expense.

Neither of the owners shall alter or change the party wall, interior decorations excepted, or any of the common elements located therein without the permission of the other owner; provided, however, that if both lots and Town Houses are owned by the same party, then owner shall have the right to remove the party wall and make such alteration or changes therein as the party desires.

FENCES

All fences erected on the lot line between the two lots shall be maintained at the joint, equal expenses of the owners of both lots.

ROOFS, GUTTERS AND DOWNSPOUTS

With respect to each Town House, each owner of a lot upon which a Town House is erected shall bear the expense of any repairs or replacement of the roof which covers or is a part of his Town House, even if it extends over the other owner's lot line.

With respect to each Town House, each owner is granted an easement in the gutters and downspouts attached to the Town House of the owner of a Town House for the purpose of collecting and discharging the water accumulating in the gutters attached to the Town Houses. Each owner shall keep in repair the gutters and downspouts attached to his Town House.

Each owner is granted an easement over that part of the contiguous lot which is overhung by any part of the roof of the owner's Town House.

REPAIRS

Each owner shall make all necessary repairs and replacements of the building and improvements on his lot at his own expense except as otherwise herein provided.

The outside walls of each Town House shall be maintained in conformity with their present existence unless both parties agree to a change.

WATER, GAS AND SEWER LINES

Each owner is granted an easement to maintain, repair and replace water, gas and sewer lines located on the lot of the other owner which serve his lot. Expense of maintenance, repair and replacement of the main water, gas and sewer lines which serve both lots shall be borne equally by the owners of the lots.

GENERAL

All easements and covenants created by this instrument shall be perpetual and shall run with the land.

Each party accepting a deed to any lot or Town House from the undersigned owner or its successor in interest shall accept the deed with the understanding and agreement that such party and his successors in interest shall be bound by all of the terms and conditions of this instrument.

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 decisions resolving such dispute, shall be by a majority vote of all the arbitrators, and shall be binding on all parties.

DATED this 21 day of December, 1981.

NORTHERN WYOMING CONSTRUCTION,
A Wyoming Corporation

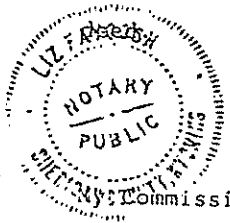
By [Signature]
President



[Signature]
Secretary

STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

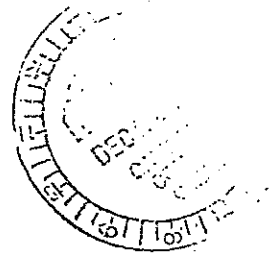
On this 21st day of December, 1981, before me personally appeared Roger B. Crokin and Kent W. Richmond, to me known to be the President and Secretary of the corporation that is described herein, and that they executed the foregoing instrument and acknowledged to me that such corporation executed the same as its free act and



[Signature]
Notary Public

My Commission expires October 16, 1982

STATE OF WYOMING }
Campbell County } ss. 505541
Filed for record this 23rd day of Dec.
A. D., 19 81 at 4:22 o'clock P. M. and re-
corded in Book 588 of Photos RECORDED
on page 360 Fees \$ 12.00 ABSTRACTED
Clifford E. Addison INDEXED ✓
County Clerk and Ex-Officio Register of Deeds CHECKED ✓
By [Signature]
Deputy



507953

DECLARATION OF COVENANTS AND CONDITIONS FOR TOWN HOUSES

RECITALS

Book 597 of Photos, Page 586

1. C & D Construction, A Wyoming Corporation, is the owner in fee of the following described land situate in Campbell County, Wyoming:

Lots 6A, 6B, 6C, and 6D of a Resubdivision of Lot 6, Block 2, Latigo Hills Filing No. 2, Campbell County, Wyoming.

2. C & D Construction, a Wyoming Corporation, has constructed Town Houses on these lots in such a manner as to enable it to sell and convey each Town House and the land upon which it is located to separate owners.

3. In order to enable each owner to fully enjoy the property acquired by him, it is necessary to grant certain easements to the owners of each Town House and to impose and establish certain terms, conditions and covenants which shall run with the land and be binding upon all owners of the Town Houses and their successors in interest.

4. The covenants herein established are authorized by Wyoming Statute 34-20-101, Wyoming Condominium Ownership Act.

C & D Construction, a Wyoming Corporation, therefore, hereby establishes and imposes the following easements, terms, covenants and conditions on Lots 6A, 6B, 6C, and 6D of a Resubdivision of Lot 6, Block 2, Latigo Hills Filing No. 2, Campbell County, Wyoming for benefit of each lot and each owner of the lot and Town House situate thereon.

These covenants shall be binding on each lot and each owner of the lot and the Town House situate thereon, and their successors in interest, regardless of how that interest is acquired.

MORTGAGES

Nothing contained herein shall jeopardize a first mortgagor's right to take title to any of the subject property pursuant to the remedies provided in such mortgage, including acceptance of a deed in lieu of foreclosure in the event of default by a mortgagor or a sale or lease of the subject property.

Any first Mortgagee who obtains title to the subject property pursuant to the remedies provided in the mortgage or foreclosure will not be liable for that portion of subject property's unpaid dues or charges, which accrued prior to the acquisition of title by a mortgagee. Except as provided by statute in case of condemnation or substantial loss to the subject property and/or common elements of the subject property, unless at least two-thirds of the first mortgagees (based upon one vote for each mortgage owned), or owners (other than the builder) of the individual property units have given their prior written approval, the homeowners association shall not be entitled to:

- (a) by the act or omission, seek to abandon or terminate the project;
- (b) change the pro rate interest or obligations of any individual unit for the purpose of (i) levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rate share of ownership of each unit in the common elements;
- (c) partition or divide the subject property;
- (d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (the granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the project shall not be deemed a transfer within the meaning of this clause);
- (e) use of hazard insurance proceeds for losses to any of the subject property for other than the repair, replacement or reconstruction of the property.

Any proposal or plan pursuant to which the subject property is to be done in phases or add-ons must comply with the following limitations:

- (a) unit owner's undivided interest in the common elements must be stated in the declaration; and the conditions whereby any change in percentage undivided interest in common elements may take place are fully described in the declaration of covenants and conditions of the Town House together with a description of the real property, which will become subject to the project if such alternative percentage interest becomes effective; and;
- (b) no change in the percentage interests in the common elements may be affected pursuant to such phasing or add-on plan more than seven years after the declaration of the covenants becomes effective.

All taxes, assessments and charges, which may become liens prior to the first mortgage under local law shall relate only to the individual unit and not the entire project.

No provision of the covenants gives an individual owner or any other party, priority over any rights of the first mortgagee of the development pursuant to the mortgage in the case of a distribution to such individual owner of insurance proceeds or condemnation awards for losses to a taking of any of the common elements of the project.

The project is to be located on fee title land.

PARTY WALLS

The Town Houses located on these lots are situated so that there is a common wall between the contiguous Town Houses. Each common wall is declared to be a party wall. Each of the owners shall have a non-exclusive easement on that part of the footing, foundation and common wall standing on the lot of the other for lateral support and for housing beams, flues, pipes, wires, ducts, vents, cables, and other utility pipes and conduits (all hereafter called common elements) as are now located within the party wall.

In the event the party wall is damaged or destroyed or the necessity arises for repair or replacement of any of the common elements therein enclosed which service each of the contiguous owners, from any cause other than the negligence of either of the owners, the party wall or common elements thereon enclosed shall be repaired, replaced or rebuilt at the joint equal expense of the owners. If such repair, replacement or rebuilding is required because of the sole negligence of one of the owners, the costs thereof shall be at his sole expense.

Neither of the owners shall alter or change the party wall, interior decorations excepted, or any of the common elements located therein without the permission of the other owner; provided, however, that if all lots and Town Houses are owned by the same party, then owner shall have the right to remove the party wall and make such alteration or changes therein as the party desires.

FENCES

All fences erected on the lot line between the two lots shall be maintained at the joint, equal expenses of the owners of both lots.

ROOFS, GUTTERS AND DOWNSPOUTS

With respect to each Town House, each owner of a lot upon which a Town House is erected shall bear the expense of any repairs or replacement of the roof which covers or is a part of his Town House, even if it extends over the other owner's lot line.

With respect to each Town House, each owner is granted an easement in the gutters and downspouts attached to the Town House of the owner of a Town House for the purpose of collecting and discharging the water accumulating in the gutters attached to the Town Houses. Each owner shall keep in repair the gutters and downspouts attached to his Town House.

Each owner is granted an easement over that part of the contiguous lot which is overhung by any part of the roof of the owner's Town House.

REPAIRS

Each owner shall make all necessary repairs and replacements of the building and improvements on his lot at his own expense except as otherwise herein provided.

The outside walls of each Town House shall be maintained in conformity with their present existence unless all parties agree to a change.

WATER, GAS, ELECTRIC, CABLE TV, AND SEWER LINES

Each owner is granted an easement to maintain, repair and replace water, gas, electric, cable TV, and sewer lines located on the lot of the other owner which serve his lot. Expense of maintenance, repair and replacement of the water, gas, electric, cable TV, and sewer lines which serve each lot shall be borne by the owner of that lot.

GENERAL

All easements and covenants created by this instrument shall be perpetual and shall run with the land.

Each party accepting a deed to any lot or Town House from the undersigned owner or its successor in interest

shall accept the deed with the understanding and agreement that such party and his successors in interest shall be bound by all of the terms and conditions of this instrument.

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 decisions resolving such dispute, shall be by a majority vote of all the arbitrators, and shall be binding on all parties.

DATED this 18 day of February, 1982.

C & D Construction
A Wyoming Corporation

By Donald M. Sutphin
President

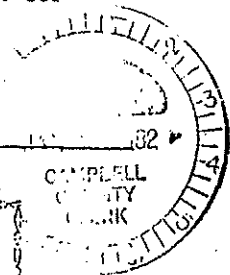


Lucinda M. Sutphin
Secretary

STATE OF WYOMING)
) ss
COUNTY OF CONVERSE)

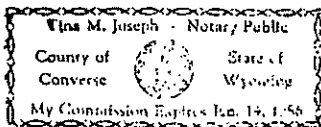
On this 18th day of February, 1982, before me personally appeared Donald M. Sutphin and Lucinda M. Sutphin, to me known to be the President and Secretary of the corporation that is described herein, and that they executed the foregoing instrument and acknowledged to me that such corporation executed the same as its free act and deed.

Tim M. Joseph
Notary Public



My commission Expires:

January 14, 1986



STATE OF WYOMING)
Campbell County) ss.

Filed for record this 23rd day of Feb. A. D., 19 82 at 3:30 o'clock P. M. and recorded in Book 597 of Photos on page 586 Fees \$ 12.00

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By _____
Deputy

507953