430825

DECLARATION

TO

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

LOMAS PINTADAS ESTATES

COMES NOW CHARLES H. COOK and NELLE E. COOK, husband and wife and BOW, a Wyoming Co-Partnership whose partners are ROBERT F. BARLOW, MILTON B. WILLIAMS, and OSTLUND INVESTMENTS, a Co-Partnership whose partners are AXEL R. OSTLUND and JOHN C. OSTLUND, being the owners of the following-described real property, to-wit:

Township 50 North, Range 73 West, 6th P.M.
Campbell County, Wyoming.

Section 28: SW1/4NE1/4; S1/2NW1/4; N1/2SW1/4; SE1/4SW1/4

Section 29: SE1/4NE1/4; NE1/4SE1/4

Section 33: NE1/4NW1/4

also including

Hines First Addition in the County of Campbell, Wyoming, located in the NW1/4NW1/4 and in the NE1/4NW1/4 of Section 28, Township 50 North, Range 73 West 6th P.M., and the NE1/4NE1/4, Section 29, T. 50 N., R. 73 W., 6th P.M.

Commencing at the NW Corner of Section 28 which is evidenced by a Brass Cap, run along the Section line S 0°36'20" W a distance of 1363.10 feet to a Metal Cap at the 1/16 Corner and the true point of beginning; thenceS 88°38'40" W along the 1/16 line a distance of 1323.28 feet to a Metal Cap at the 1/16 Corner, thence N 0°42'20" E a distance of 7.00 feet to a point on the Southerly Boundary of Montgomery Road; thence N 88°31'40" W along said Boundary a Distance of 938.07 feet to the beginning of a curve (Curve data R=300', interior angle = 35°48'40"); thence Northeasterly along said Curve a distance of 206.26 feet to the end of the curve; thence N 52°43'00° E a distance of 626.80 feet to the beginning of a curve (Curve data R=400', interior angle = 59°55'40"); thence Easterly along said curve a distance of 387.00 feet to the end of the curve, thence S 67°21'20" E a distance of 1243.86 feet to a point on the 1/16 line, thence S 89°31'40" W a distance of 501.76 feet to a 1/16 corner, thence S 89°31'40" W a distance of 1317.93 feet and the point of beginning.

Containing 13.89 acres, more or less.

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 13th day of DECEMBER A. D., 19 77 at 1:30 o'clock P. M. and recorded in Book 400 of PHOTOS on page 345 Fees $ 7.75

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

RECORDED
ABSTRACTED
INDEXED

By Dorothy Ochs
Deputy

Excluding from the above described lands the following described tract:

Cooks First Addition in the County of Campbell, Wyoming, located in the SE1/4NW1/4 and SW1/4NE1/4 of Section 28, Township 50 North, Range 73 West, 6th P.M.

Commencing at the NW Corner of Section 28 which is evidenced by a Brass Cap, run along the Section line S 0°36'20" W a distance of 1363.10 feet to a 1/16 Corner; run N 89°31'40" E along 1/16 line a distance of 1973.51 feet to the true point of beginning; thence N 89°31'40"E along 1/1y line a distance of 662.35 feet to a Metal Cap at the 1/16 corner; thence N 89° 31'40" E along the 1/16 line a distance of 1317.93 feet to a Metal Cap at the 1/16 Corner; thence S 0°20'40" W along 1/16 line a distance of 161.77 feet to a point on the curving Northerly Boundary of Montgomery Road (curve data R = 400.00 feet, interior angle = 41°35'); thence Southwesterly along said curving boundary a distance of 30.44 feet; thence S 42°15'00" W a distance of 409.87 feet to the beginning of a curve (curve data R = 350 feet, interior angle = 70°23'40"); along said curve a distance of 396.16 feet to the end of the curve; thence N 67° 11'20" W a distance of 1434.66 feet and the point of beginning.

Containing 15.44 acres, more or less.

hereby make the following declarations as to limitations, restrictions, and uses to which said land may be put and hereby specifies that such declarations which constitute covenants, conditions and restrictions to run with the land and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations on all future owners, this declaration of restrictions being designed for the purposes of keeping the subdivision desirable for the uses as specified herein:

1. No building shall be erected, placed, or permitted on the premises, other than one detached single or dual family dwelling not to exceed two and one-half stories in height and a private garage for not more than 3 cars.

2. No basement, tent, shack, garage, barn or other out buildings shall at any time be used as a residence, temporary character be used as a residence.

3. Provided that any tract or lot may also have a barn, roping arena or structure for the use of livestock, so

long as the same is built and maintained in a manner to conform to construction on other adjoining tracts or lots and not depreciate the use or value of the other tracts in the above-described area.

4. No swine or goats shall be kept or allowed upon the lands at any time, and no commerical feed lots for confined feeding shall be allowed or permitted.

5. No junk vehicles, auto wrecking yards, salvage yards or storage of unused automobiles shall be allowed or permitted. All garbage, trash or other debris of any type or nature shall be promptly hauled off the premises and shall not be allowed to accumulate. However, a sanitary land fill which is out of sight of all adjoining property shall be allowed in accordance of the laws, rules and regulations of the State of Wyoming.

6. No signs shall be erected which may be more than six square feet.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the public.

8. All fences shall be as provided by the laws of the State of Wyoming.

These covenants are to run with the land and shall be binding on all parties and their successors for a period of twenty-five (25) years from October 1, 1977, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the subject lands has been recorded agreeing to change said covenants in whole or in part. These covenants may be amended or altered at any time upon the written approval of the then owners of 100 per cent of the above-described property. Any owner shall have te right to maintain an action against the person or persons violating said covenants to seek injuctive relief

in which event the Defendant, if found in violation of these covenants, shall pay all costs of maintaining such suit, including a reasonable attorney fee, and shall, furthermore, pay as liquidated damages to the Plaintiff the sum of $100,00 per day said violation occurred. No such suit shall be maintained until written notice has been given to the alleged violator, and the alleged violator shall then have ten (10) days within which to cure and correct said defect.

In validation of any one of these restrictions by judgment or court order shall in no way effect any of the other provisions herein contained which shall remain in full force and effect.

DATED this ____ day of October, 1977.

CHARLES H. COOK

NELLE E. COOK

BOW, a Wyoming Co-Partnership

by _____
ROBERT F. BARLOW

by _____
MILTON B. WILLIAMS

OSTLUND INVESTMENTS, a Co-Partnership

by _____
AXEL R. OSTLUND

by _____
JOHN C. OSTLUND

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by CHARLES H. COOK and NELLE E. COOK, and ROBERT F. BARLOW, MILTON B. WILLIAMS for BOW, a Wyoming Co-Partnership and AXEL R. OSTLUND, JOHN C. OSTLUND for OSTLUND INVESTMENTS, a Co-Partnership.

NOTARY PUBLIC

436950

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

COMES NOW CHARLES H. COOK and NELLE E. COOK, husband and wife, and BOW, a Wyoming Co-Partnership whose partners are ROBERT F. BARLOW, MILTON B. WILLIAMS, OSTLUND INVESTMENTS, a Co-Partnership whose partners are AXEL R. OSTLUND and JOHN C. OSTLUND, being the owners of the following described real property, to-wit:

Township 50 North, Range 73 West, 6th P.M.,
Campbell County, Wyoming

Sec. 28: SE¼SW¼, NE¼SW¼, NW¼SE¼, SE¼NW¼, SW¼NE¼ excepting from the SE¼NW¼ and SW¼NE¼ the following parcel of land:

Commencing at the NW Corner of Section 28 which is evidenced by a Brass Cap, run along the Section line S 0°36'20" W a distance of 1363.10 feet to a 1/16 Corner; run N 89°31'40" E along 1/16 line a distance of 1973.51 feet to the true point of beginning; thence N 89° 31"40" E along 1/16 line a distance of 662.35 feet to a Metal Cap at the 1/16 corner; thence N 89°31'40" E along the 1/16 line a distance of 1317.93 feet to a Metal Cap at the 1/16 Corner; thence S 0°20'40" W along 1/16 line a distance of 161.77 feet to a point on the curving Northerly Boundary of Montgomery Road (curve data R = 400.0 feet, interior angle = 41°35'); thence Southwesterly along said curving boundary a distance of 30.44 feet; thence S 42° 15'00" W a distance of 409.87 feet to the beginning of a curve (curve data R = 350 feet, interior angle = 70°23'40"); along said curve a distance of 396.16 feet to the end of the curve; thence N 67°11'20" W a distance of 1434.66 feet and the point of beginning. Containing 15.44 acres, more or less.

Sec. 29: SE¼NE¼, NE¼SE¼

hereby make the following declarations as to limitations, restrictions, and uses to which said land may be put and hereby specifies that such delarations which constitute covenants, conditions and restrictions to run with the land and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations on all future owners, this declaration of restrictions being designed for the purposes of keeping the subdivision desirable for the uses as specified herein:

1. No basement, tent, shack, garage, barn or other out building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

2. Providied that any tract or lot may also have a barn, roping arena or structure for the use of livestock, so long as the same is built and maintained in a manner to conform to construction on other adjoining tracts or lots and not depreciate the use or value of the other tracts in the above-described area.

3. No more than two (2) swine and two (2) goats shall be kept or allowed upon any tract or lot at any time, and no commercial feed lots for confined feeding shall be allowed or permitted.

4. No junk vehicles, auto wrecking yards, salvage yards or storage of unused automobiles shall be allowed or permitted. All garbage, trash and other debris of any type or nature shall be promptly hauled off the premises and shall not be allowed to accumulate. However, a sanitary land fill which is out of sight of all adjoining property shall be allowed in accordance of the laws, rules and regulations of the State of Wyoming.

5. No signs shall be erected which may be more than six square feet.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nusiance to the public.

7. All fences shall be as provided by the laws of the State of Wyoming.

These covenants are to run with the land and shall be binding on all parties and their successors for a period of ten (10) years from April 1, 1976, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the

subject lands has been recorded agreeing to change said covenants in whole or in part. These covenants may be amended or altered at any time upon the written approval of the then owners of 100 per cent of the above-described property. Any owner shall have the right to maintain an action against the person or persons violating said covenants to seek injunction relief in which event the defendant, if found in violation of these covenants, shall pay all costs of maintaining such suit, including a reasonable attorney fee, and shall, futhermore, pay as liquidated damages to the plaintiff the sum of $100.00 per day said violations occurred. No such suit shall be maintained until written notice has been given to the alleged violator, and the alleged violator shall then have ten (10) days within which to cure and correct said defect.

In validation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

Dated this 27 day of February, 1978.

OSTLUND INVESTMENTS, a Co-Partnership

Charles H. Cook

By _____
Axel R. Ostlund

Nelle E. Cook

By _____
John C. Ostlund

BOW, a Wyoming Partnership

By _____
Robert F. Barlow

By _____
Milton B. Williams

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Declaration of Protective Covenants, Conditions and Restrictions was acknowledged before my by Robert F. Barlow and Milton B. Williams for BOW, a Wyoming Partnership, this 27th day of February, 1978.

Witness my hand and official seal.

_____

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Declaration of Protective Covenants, Conditions and Restrictions was acknowledged before me by Charles H. Cook and Nelle E. Cook, husband and wife, this 24th day of April, 1978.

Witness my hand and official seal.

Jane Nabb Notary Public
County of Campbell State of Wyoming
My Commission Expires October 4, 1980

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing Declaration of Protective Covenants, Conditions and Restrictions was acknowledged before me by Axel R. Ostlund and John C. Ostlund for Ostlund Investments, a Co-Partnership, this 27 day of February, 1978.

Witness my hand and official seal.

Margaret Hourigan Notary Public
County of Campbell State of Wyoming
My Commission Expires Oct. 18, 1978

Notary Public

STATE OF WYOMING)
Campbell County) ss.
Filed for record this 25th day of April A. D., 19 78 at 4:00 o'clock P. M. and recorded in Book 416 of Photos on page 43 Fees $ 2.00
436950

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy

501777

TABLE OF CONTENTS

Plmtg 643-432
WD 653-328

SEP 18 1991
CAMPBELL COUNTY CLERK

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

CRESTVIEW DEVELOPMENT COMPANY, INC.
WOLFF LAND COMPANY TRUST

TO THE PUBLIC

June 15, 1981

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

CRESTVIEW ESTATES HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by CRESTVIEW DEVELOPMENT COMPANY, INC., a Wyoming Corporation and WOLFF LAND COMPANY TRUST, hereinafter referred to as DECLARANT.

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Campbell County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Campbell County in connection with the Subdivision designated by Campbell County as "CRESTVIEW SUBDIVISION" situated in Campbell County, Wyoming, as the same is described in Exhibit "A" attached.

AND WHEREAS, in order to establish a general plan for the improvements 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 rule with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, shall inure to the benefit of each Owner thereof, and which are intended not to be merely personal.

ARTICLE I

DEFINITIONS

Section 1: ASSOCIATION shall mean and refer to CRESTVEIW ESTATES HOMEOWNERS ASSOCIATION, INC., a nonprofit Wyoming Corporation, its successors and assigns.

Section 2: OWNER shall mean and refer to the record owner, whether one or more persons or entities, of any Residential Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the

purpose of this definition, the owner of Residential Units in an apartment shall be the record owner of the apartment building or buildings. The owner of Residential Units in a cooperative shall be the cooperative corporation.

Section 3. 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, or which is owned in fee simple by the ASSOCIATION.

Section 4. COMMON AREA shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, if any, to be owned by the Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated on the recorded plat map in Book ____ of Photos, page ____ of the records of Campbell County, Wyoming for future recorded plat maps.

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

Section 6. DECLARANT shall mean and refer to CRESTVIEW DEVELOPMENT COMPANY, INC. and WOLFF LAND COMPANY TRUST, their successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the DECLARANT for the purpose of development.

Section 7. MEMBER shall mean and refer to every person or entity who holds membership in the ASSOCIATION.

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

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

Section 10. The term BOARD OF DIRECTORS or BOARD used herein, shall mean and refer to the duly elected Board of Directors of the Association having its normal meaning under Wyoming Corporate Law.

Section 11. AREA OF COMMON RESPONSIBILITY shall mean and refer to the Common Area, together with those areas, if any which by contract with any residential or condominium association, with any commercial establishment or association, or with any apartment building owner or cooperative within Crestveiw Estates become the responsibility of the Association. In addition, any manager's office located on the Properties shall be part of the Area of Common Responsibility.

Section 12. MEMBER shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 13. MORTGAGE shall include a deed of trust, as well as a mortgage.

Section 14. MORTGAGEE shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 15. MORTGAGOR shall include the trustor of a deed of trust, as well as a mortgagor.

Section 16. PERSON means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 17. PARCEL shall mean and refer to separately designated, developed residential areas comprised of various types of housing initially or by amendment made subject to this Declaration, for example and as by way of illustration and not limitation: condominiums, cooperatives, or fee simple townhouses. In the absence of a specific designation of separate parcel status, all property made subject to this Declaration shall be considered a part of the same parcel; provided, however, the Declarant may designate in any subsequent amendment adding property to the terms and conditions of this Declaration that such property shall constitute a separate parcel or parcels.

Section 18. PARCEL ASSESSMENT for common expenses provided for herein or by any supplementary Declaration shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners of the Residential Units against which the specific parcel assessment is levied and of maintaining the

property within a given parcel, all as may be specifically authorized from tire to time by the Board of Directors and as more particularly authorized below.

The Parcel Assessment shall be levied equally against owners of Residential Units in a parcel for such purposes that are authorized by this Declaration or by the Board of Directors from time to time.

Section 19. RESIDENTIAL ASSOCIATION shall mean any homeowners, condominium, cooperative, or other such association created on property subject to this Declaration containing units, homes, apartments, or other structures for residential purposes.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

The covenants, conditions, and restrictions set forth in the Declaration constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots and Common Area for the benefit of all Owners and lots therein. Those covenants, restrictions, 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

covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III

PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, including the pressurized water system including all wells and pumps, the community sewage systems including the sewage lagoon and sewer lines, the street lighting system and the streets within said properties, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a) The right of the Association to assess and charge a reasonable maintenance, operation and usage fee for said water system and streets and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to impose such charge or assessment as a lien against any property for which such charge or lien has not been paid in accordance with these Declaration, By-Laws and Articles of Incorporation;

b) The right of the Association to suspend the voting rights and right to use said utilities and facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed

sixty (60) days for any infraction of its published rules and regulations;

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

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

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

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

ARTICLE IV

USE OF RESIDENTIAL LOTS AND COMMON AREA

All real property within the subdivision shall be held, used and enjoyed subject to the following limitations and restrictions, and subject to the exemptions of Declarant set forth in this Community Declaration.

Section 1. USE: Each lot within the Properties, except for the Common Area and Commercially zoned lots, shall be constructed improved, use and occupied only for private residential purposes consistent with the Zoning Regulations and Building Codes for the County of Campbell in effect on the date that said construction, improvements, use or occupations begins.

Section 2. MAINTENANCE OF PROPERTY: No lot within the properties shall be permitted to fall into disrepair, and all property within the Common Area, including any improvements and landscaping thereon, shall be kept and maintained in a clean, safe, attractive and sightly condition and in good repair. Maintenance, repair and upkeep of each lot shall be the responsibility of the Owner of the lot. Maintenance, repair and upkeep of Common Area shall be the responsibility of the Association. Violation of this provision by an Owner shall permit the Association, after Notice and Hearing, to enter on the lot of the Owner and cure the violation or cause compliance with this provision and to levy and collect a Reimbursement Assessment

for the costs and expenses of the Association in so doing; provided, however, that there shall be no entry into the interior of an Improvement intended for human occupancy without the consent of the Owner thereof unless a clear emergency exists using a reasonable man standard.

Section 3. NO NOXIOUS OR OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon any lot within the properties nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to others.

Section 4. ANNOYING SOUNDS OR ODORS: No sound or order shall be emitted from any lot within the properties which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior written approval of the Architectural Committee.

Section 5. NO HAZARDOUS ACTIVITIES. No activity shall be conducted on and no improvement shall be constructed on any property within the Common Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be

lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a self and well-designed interior or exterior fireplace.

Section 6. NO UNSIGHTLINESS. No unsightliness shall be permitted on any lot which is visible from any other lot or from the Common Area. Without limiting the generality of the foregoing, all unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within a structure including snow removal equipment and garden or maintenance equipment except when in actual use.

Section 7. RESTRICTIONS ON GARBAGE AND TRASH: No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any lot except within an enclosed structure or appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than 6 P.M. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than 12 noon on the day following the date of pickup of such garbage and trash.

Section 8. NO TEMPORARY STRUCTURES. No tent, shack, temporary structure or temporary building shall be placed

upon any property within the properties except with the prior written consent of the Architectural Committee obtained in each instance.

Section 9. RESTRICTION ON ANTENNAE, PIPES AND UTILITY LINES. Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antenna, television antenna, or other antennae of any type shall by erected or maintained in the properties provided that the Architectural Committee may give its consent to the erection of such antenna in accordance with the provisions herein. A master antenna or cable television antenna or antennae may, but need not, be provided for use of all Owners or a group of Owners, and Declarant may grant easements for such purposes.

Section 10. RESTRICTIONS ON SIGNS AND ADVERTISING DEVICES: No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the properties so as to be evident to public view except signs as may be approved in writing by the Architectural Committee. A sign advertising a lot for sale or for lease may be placed on such lot; provided, however, that the dimensions, color, style and location of such sign

shall be determined from time to time by the Architectural Committee.

Section 11. RESTRICTIONS ON MINING OR DRILLING. No lot within the properties shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth except drilling, exploring for or removing underground water by Declarant or any Person designated by Declarant for the purpose of providing water service to property within the boundaries of the Project Area and except mining, drilling or exploring for oil, gas or other hydrocarbons, or minerals by Declarant or other owners of mineral interest reserved prior to the Recordation of this Declaration.

Section 12. MAINTENANCE OF DRAINAGE. There shall be no interference with the estabished drainage pattern over any property within the properties except as approved in writing by the Architectural Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Architectural Committee. The established drainage pattern may include the drainage pattern from Common Areas over any lot, lot over the Common Areas, or from any lot over another lot.

Section 13. COMPLIANCE WITH LAWS. Nothing shall be done or kept on any lot within the properties in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction.

Section 14. RESTRICTIONS ON WATER SYSTEMS. No individual water supply shall be installed or maintained for any property within the properties unless such system is approved in writing by the Architectural Committee and is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of said Committee or other governmental authority having jurisdiction.

Section 15. RESTORATION IN THE EVENT OF DAMAGE OR DESTRUCTION. In the event of damage or destruction of any improvement on any lot, the Owner thereof shall cause the damage or destroyed improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Committee or the Owner shall cause the damage or destroyed improvement to be demolished and the lot to be suitably landscaped subject to the approval of the Architectural Committee so as to present a pleasing and attractive appearance.

Section 16. ARCHITECTURAL STANDARDS:

Section 16.1: All property which is now or may hereafter be subjected to this Declaration is subject to architectural and environmental review. This review shall

be in accordance with this Article and such standards as may be promulaged by the Board, the New Construction Committee, or the Modifications Committee. Any obligation of Declarant to enforce provisions relating to historic preservation shall become the responsibility of the Association and the comrittees created in this Article shall ensure compliance therewith. The Board of Directors shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdictions decisions of either Committee.

Section 16.2. NEW CONSTPUCTION COMMITTEE: The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall promulage Architectural and Environmental Standards and Application Procedures. It shall make both available to owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and shall conduct its operations in accordance therewith. The Board of Directors shall appoint the members of the NCC which shall consist of three (3) members, none of whom shall be required to be residents of Crestview Estates.

Section 16.3. MODIFICATIONS COMMITTEE: The Modifications Committee (MC) shall consit of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have

exclusive jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto; provided, however, that the MC may delegate this authority to the appropriate board of committee of any residential association subsequently created or subsequently subjected to this Declaration, so long as the MC has determined that such board of committee has in force written review and enforcement practices, procedures, and appropriate written guidelines and standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice; provided, further, the MC shall not have jurisdiction over modifications or alterations made by the Declarant or its successor.

The MC shall promulage detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations shall be submitted to the Modifications Committee for approval as to quality of workmenship and design and harmony of external design with existing structures and as to location in relation to surrounding structures, to pography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an

owner to remodel the interior of his residence or to paint the interior of his residence any color desired. In the event the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 17. GENERAL RESTRICTIONS: There shall be no buildings or fences constructed in the open area. Yards are hereby restricted to 4,000 square feet of watered lawn, on matter whether sodded grass, seeded grassed or nature gasses. Once a structure has been started, it must be completed within 270 calendar days.

The owner of each lot shall insure that weeds are cut prior to July 15th of each year if necessary to prevent subsequent fire hazard.

Section 18. 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 may be kept, provided they are not kept, bred, and 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 thereon. Subject to the fees, rules and regulations adopted by the Association. No boarding of horses shall be allowed on any lot. No dogs shall be allowed to be outside a dwelling except if said dog is chained or properly fenced on the lot.

Section 19. COMMERCIAL USE: No part of the residential Properties shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non-residential purposes including but not limited to stores, shops, repair shops, storage or repair garage, restaurant, dance hall or other public place of amusement, except BUILDERS, its successors or assigns, may use the Properties for a model home site, and display and sales office during the construction and sales period.

Section 20. TRASH COLLECTION: All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private monthly pickup and removal of garbage.

Section 21. CONSTRUCTION: All construction shall be new and be placed on a permanent foundation. The principal dwelling shall have a minimum fully enclosed ground floor area developed to living purposes, exclusive to porches, terrances and garages, of 1000 square feet; except that where the said principal dwelling is a 1-1/2 or 2-story dwelling, the minimum may be reduced to 800 square feet of ground floor area, provided that the total living area of the 1-1/2

or 2-floors is not less than 1,200 square feet of finished construction. In the multi-family lots said minimum construction area shall be 750 square feet per unit. No owner, contractor or developer shall erect a fence in the front yard of a dwelling greater than 36" in height.

Section 22. COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 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 the change of said covenants in whole or in part.

Section 23. OFF-STREET PARKING: In the multi-family units exceeding a two-family unit in size parking for cars shall be provided at the side of the unit or at the rear of the unit, if possible at the discretion of the Architectural Committee.

Section 24. WATER METERS: It shall be the responsibility of the landowner in possession to insure that a functional and operative water meter is installed at each dwelling.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every person or entity who is

the record owner of a fee or undivided fee interest in any residential unit that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per residential unit owned. In the event of multiple owners of a residential unit, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a rember or the member's spouse, but in no event shall more than one (1) vote for each class of membership applicable to a particular residential unit be cast for each residential unit.

Section 2. VOTING: The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) CLASS "A". Class "A" members shall be all owners with the exception of the Class "B" members, if any.

Class "A" members shall be entitled to all issues to one (1) vote for each residential unit in which they hold

the interest required for membership by Section 1 hereof; there shall be only one (1) vote per unit. When more than one person holds such interest in any residential unit, the vote for such residential unit shall be exercised as those owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the residential unit's vote shall be suspended in the event more than one person seeks to exercise it.

Any owner of residential units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that residential unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) 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.

(b)(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, (upon the conveyance of 75% of the units), or

(b)(2) On December 31, 1983.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. MAINTENANCE: The Association shall

maintain and keep in good repair the Common Area, if any, such maintenance to be funded, as hereinafter provided; provided, however, any sidewalk which may be a part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association even if part of the Common Area or elements of a residential association. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Area.

The Association may, in the discretion of its Board, assume the maintenance responsibilities set out in any Declaration subsequently recorded which creates any residential association (including, but not limited to, condominium associations) upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against those members residing in the association to which the services are provided. The assumption of this responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the community-wide standard of Crestview Estates. The provisions of services in accordance with this Section shall not constitute discrimination within a Class.

Section 2. PURPOSE OF ASSESSMENTS: The assessments

levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the maintenance, preservation and operation of the pressurized water system, including wells, and pumps, streets and of the Common Area.

Section 3. MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following conveyance of the first lot to an Owner, the maximum equal assessment shall be Three Hundred Sixty & 00/100 ($360.00) Dollars per lot at Thirty & 00/100 ($30.00) Dollars per month, said Thirty Dollars entitling each lot 12,000 gallons of water per month, and the Association shall establish a rate to be charged to each lot exceeding 12,000 gallons of water usage per month in an effort to restrict each lot to said amount. Beginning one year following acceptance by the County Commissioners of the public improvements, i.e. water, sewer, streets, etc. for lots other than those wherein construction is completed and the residence resided in is as follows:

a) for a multi-family unit the assessment shall be equal to 60% of the assessment set forth above or as amended as set forth herein.

b) for undeveloped lots the assessment shall be 25% of the assessment set forth above or as amended as set forth herein.

c) for lots under construction the owner or contractor shall pay an assessment equal to 50% of the assessment set forth above or as amended as set forth herein.

d) for lots wherein the residence construction is completed but not resided in the assessment to the owner shall be 75% of the assessment set forth above or as amended as set forth herein.

e) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased yearly not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

f) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of a majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment appliable 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 said utilities, streets, and Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to case sixty (60%) 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 one-half (1/2) of the required quorum at the meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATE: The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot by DECLARANT. The Board of Directors shall fix the amount of the annual assessment against each lot 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, and, unless otherwise provided the Association or its assigns shall collect each month from the owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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

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

B. CREATION OF LIEN: The amount of all delinquent regular or special assessment plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed, which shall 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 owners 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 owner or

the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase. Upon payment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchase at the foreclosure shall be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

C. CURING OF DEFAULT: Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting owner, of a fee to be determined by the

Association, but not to exceed Fifteen Dollars ($15.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

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

E. MORTGAGE PROTECTION CLAUSE: No breach of the covenants, conditions and restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the asessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or

transfer shall releave such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the

accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction of rebuilding of such destroyed building, buildings, or other improvements. In the event the insurance proceeds are insufficent to pay all the costs of repairing and/or rebuilding the same condition as formerly, the Board of Directors shall levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and construction, such excess shall be paid over to the owners in such proportions as the Board of Directors deem fair and equitable.

ARTICLE VII

MANAGEMENT COMMITTEE

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, and one (1) Board member and two (2) owners to

supervise the management of the maintenance, preservation and use of the utilities, Common Area, if any, and related facilities described hereto.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

Section 1. INSURANCE: The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area and may, by written agreement with any other association in the Properties subject to this Declaration, assume the insurance responsibility for the property held by or the responsibility of such other association against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This inurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Area, the Association, and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy sall have at least a Five Hundred Thousand ($500,000.00) Dollars per person limit, as respects bodily injury, a One Million ($1,000,000.00) Dollar limit per occurrence, and Two Hundred Fifty Thousand

($250,000.00) Dollar minimum property damage limit. Premiums for all insurance on the Common Area shall be common expenses of the Association; premiums for insurance provided to other associations shall be charged to those associations. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Cost of insurance coverage obtained for the Common Area shall be included in the General Assessment.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefitted parties, as further indentified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

a) All policies shall be written with a company licensed to do business in Wyoming and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

b) All policies on the Common Area shall be for the benefit of the residential unit owner and their mortgagees as their interest may appear.

c) Exclusive authority to adjust losses under policies in force on the property obtained by the Association shall be vested in the Association's Board of Directors;

provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

e) All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Campbell County, Wyoming, area.

f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the owners and their respective tenants, servants, agents, and guests;

ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

iii) That no policy may be cancelled, invalidated, or suspended on account of any one or more individual owners;

iv) That no policy may be cancelled, invalidated or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any owner or mortgagee; and

v) That any "other insurance" clause in any policy exclude individual owners' policies from consideration.

Section 2. NO PARTITION: Except as is permitted in the Declaration, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 4 of this Article in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 3. DISBURSEMENT OF PROCEEDS: Proceeds of insurance policies shall be disbursed as follows:

a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the

proceeds or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected owner or owners and their mortgagee(s), as their interests may appear, if any residential unit is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a residential unit and may be enforced by such mortgagee.

b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 3(a) hereof.

Section 4. DAMAGE AND DESTRUCTION:

a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the

damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shal have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 5. REPAIR AND RECONSTRUCTION: If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all owners in proportion to the number of residential units owned by such owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceeds the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE IX

CAMPBELL COUNTY COMMISSIONERS

Pursuant to the subdivision regulations of Campbell County, Wyoming, in the event the Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners shall serve written notice upon such organization or upon residents involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, which shall be held wthin fourteen (14) days of the notice. At such

hearing, the County may modify the terms of its original notice as to the deficiences, and may give an extension of time within which they shall be corrected. If the deficiences set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days of any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nusance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the Association therefore responsible for the maintenance of the common facility, call a public hearing upon notice to such Association and to the residents involved, to be held by the Board of County Commissioners, at which hearing such Association and/or the residents shall show cause why such maintenance by the County shall not, at the election of the county, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the county shall cease to maintain said Common facility at the end of said year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility

involved and any unpaid assessments shall become a tax lien in the office of the County Clerk upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

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

ARTICLE X

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. AMENDMENT: The covenants and restrictions of this Declaration shall run with the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically

extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty five (25) year period by an instrument signed by not less than seventy-five (75%) percent of the lot owners, and thereafter be an instrument signed by not less than sixty-five (65%) percent of the lot owners. Any amendment must be recorded.

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

Section 5. SCHOOL PROPERTY: The Campbell County School District, as owner of school site property in Crestview Estates Subdivision, shall be responsible for payment of costs and assessments in accordance with the terms of an agreement made by Campbell County School Board with Crestview Development Company, Inc. The Campbell County School Board will not be a member of the Crestview Estates Homeowners Association. The rights given to Crestview Development Company, Inc., which are contained in that agreement and which are relevent to the payment of costs and assessments that are the responsibility of the homeowner's association are, hereby, assigned to Crestview Estates Homeowner's Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set their hands and seal this 15th day of May, 1981.

WOLFF LAND COMPANY
TRUST

by _____
JAMES WOLFF

by _____
RAYMOND WOLFF

CRESTVIEW DEVELOPMENT
COMPANY, INC.

by _____
JIMMY L. ANDERSON

by _____
CAROL A. ANDERSON

STATE OF WYOMING)
)
COUNTY OF CAMPBEL)

On this 15th day of May, 1981, before me personally appeared Jimmy L. Anderson and Carol A. Anderson, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary/Treasurer of Crestview Development Company, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Jimmy L. Anderson and Carol A. Anderson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 15th day of May, 1981.

_____
NOTARY PUBLIC

Diane M. Solomon - Notary Public
County of Campbell State of Wyoming
My Commission Expires Sept. 4, 1984

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 15th day of May, 1981 by JAMES WOLFF and RAYMOND WOLFF for the WOLFF LAND COMPANY TRUST.

_____
NOTARY PUBLIC

Diane M. Solomon - Notary Public
County of Campbell State of Wyoming
My Commission Expires Sept. 4, 1984

STATE OF WYOMING)
Campbell County) ss.

Filed for record this 18th day of Sept. A. D., 19 81 at 1:02 o'clock P M. and recorded in Book 575 of Photos on page 19 Fees $ 91.75

501777

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

RECORDED ✓
ABSTRACTED
INDEXED ✓
CHECKED ✓

By _____
Deputy