

RECORDED SEPTEMBER 7, 1983 BK 278 PG 202 NO 881728 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
DELPHI COURT SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that whereas McStain Enterprises, Inc., a Colorado corporation, hereinafter sometimes called "McStain" is the owner of Delphi Court Subdivision, a subdivision of a parcel of land in Section 22, Township 56 North, Range 84 West of the 6th P.M., County of Sheridan, State of Wyoming; and

WHEREAS, McStain intends to improve part of the property described above by developing lots for construction of residences thereon and by constructing residences thereon; and

WHEREAS, McStain intends to sell the residences and to impose on the property described above mutually beneficial covenants, conditions and restrictions under a general scheme or plan of improvement and development for the benefit of the future owners and tenants of those buildings;

NOW, THEREFORE, McStain hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with said property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1.00

DEFINITIONS

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

1.02 "Properties" means and refers to that certain real property hereinbefore described.

1.03 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

1.04 "McStain" shall mean and refer to McStain

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Enterprises, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from McStain for the purposes of development.

1.05 "Mortgage" means mortgage or deed of trust and "Mortgagee" means the holder of a mortgage or the holder of a note secured by a deed of trust.

ARTICLE 2.00

RESTRICTIVE COVENANTS

2.01 No structures of a temporary character, mobile homes, trailers, basements, tents, shacks, barns, or other out-buildings shall be erected or used on any portion of the premises at any time either temporarily or permanently.

2.02 Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for McStain to maintain during the period of construction of buildings on properties, upon such portion of the properties as McStain may choose, such facilities as in its sole opinion may be reasonably required, convenient or incidental to the development of properties including, but not limited to a business office, storage area, construction yards, signs, model units and sales office.

2.03 No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any building, nor shall any building be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any building or any resident thereof, provided, however, "For Rent" or "For Sale" signs may be placed upon a building when such building is for sale or for rent. No such sign shall be more than five square feet. No business activities of any kind whatever shall be conducted in any building on any portion of the properties. The foregoing covenants, however, shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the builder, its agents and assigns during the construction and sale period. Signs indicating public pedestrian access shall be located in such a way as to be readily visible but shall be designed in such a manner as to be in character with the general architecture of the development.

2.04 All garbage cans, service yards or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

2.05 All exterior materials shall be wood or simulated wood and masonry only and all roofs shall consist of tan asphalt shingles, wood shingles or shake shingles. Windows shall be framed in brown metal or earthtone painted wood. Exterior colors shall be limited to earthtones from tans to dark browns with changes in hues towards gray, olive or rust, except for accent colors.

2.06 Fences shall be built to a maximum height of 6 feet and the materials and colors shall be compatible with those described in paragraph 2.05 of this Article. Split rail and pole fences are allowed.

2.07 Any acquiescence in or failure to enforce any violation of the conditions and restrictions herein shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

2.08 All recreational vehicles, detached campers or boats which are stored on any site shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences and streets.

2.09 In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions and restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

ARTICLE 3.00

MAINTENANCE OF OUTLOT A

Each owner whose lot abuts outlot A, which is a private street, shall assist in maintaining it or shall pay a fractional portion of the cost required to maintain it, the numerator of which fraction shall be the number of lots owned by an individual abutting outlot A and the denominator of which shall be the total number of lots abutting outlot A. If any owner shall refuse to pay the fractional share of maintaining outlot A, the remaining abutting owners may make such payments and bill the other owner for a fractional share of the costs of maintenance. If an owner refuses to pay such costs and expenses within twenty days after receiving a bill therefor, that owner shall, in addition to such charge, pay all costs and expenses, including reasonable attorney's fees incurred in compelling payment. As used in this Article 3.00, maintenance includes but is not limited to, cleaning and repairing outlot A, snow removal and any other work needed to preserve the usefulness of Outlot A as a street.

ARTICLE 4.00

GENERAL PROVISIONS

4.01 Enforcement. McStain 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 hereafter imposed by the provisions of this Declaration. Failure by McStain or 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.

4.02 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

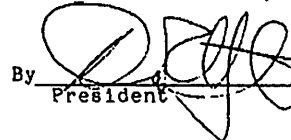
4.03 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty year period by an instrument signed by the owners of not less than ninety per cent of the lots and ninety per cent of the holders of recorded first mortgages and thereafter by an instrument signed by the owners of not less than seventy-five per cent of the lots and seventy-five per cent of the holders of recorded first mortgages. Any amendment must be recorded.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 22nd day of August, 1983.

ATTEST:


Assistant Secretary

MCSTAIN ENTERPRISES, INC.

By 
President



STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me
this 22nd day of August, 1983, by Thomas R. Hoyt as President
and Caroline Hoyt as Assistant Secretary of McStain
Enterprises, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: April 20, 1987



Mary Kay Brighton
Notary Public

195 Upper Prairie Dog Road

Banner, Wyoming 82832
Address