

## DECLARATION OF COVENANTS

GARY J. ROBERTS AND CHRISTINE ROBERTS, a married couple (herein the "Declarants"), as the record owners of the real property subject to these Covenants, hereby declare that those lots hereinafter specifically defined within Arab Acres Subdivision and Ward Subdivision, City of Sheridan, Sheridan County, State of Wyoming shall be hereafter subject to the following Covenants.

1. **LOTS DEFINED.** These Covenants shall apply to each of the Lots numbered 10, 11, 12 and 13 of the Arab Acres Subdivision, and Lot 2 of the Ward Subdivision, as designated and shown on the recorded Plats for the aforesaid subdivisions (herein referred to as "Lot" or "Lots"). There are other lots within said subdivisions, as shown on said Plats, which are not included in, or burdened by, these Covenants. The record owner(s) of each Lot shall be referred to herein as "Owner" or "Owners". Each covenant herein shall apply to each said Lot, and shall be binding upon and run with the land.

2. **NO FURTHER SUBDIVISION.** No Lot shall ever be further divided, subdivided, split or partitioned in any manner.

3. **RESIDENTIAL USE ONLY.** All Lots shall be used only for residential purposes for single-family homes. A single family home (which may also be referred to herein as the "dwelling") shall be a structure in which resides one or more persons, each related to the other by blood, marriage or adoption, or by a group of not more than three persons not all so related.

Provided however, a home business or home occupation use within the single family dwelling may be permitted under applicable zoning regulations of Sheridan County, Wyoming, as now in effect or as hereafter from time to time amended or promulgated, shall not be prohibited by these Covenants. Provided further however, no sign denoting any such business shall be placed on the Lot greater in size than two square feet and no such sign shall be illuminated. Any such home business shall be operated exclusively within the interior of the dwelling or within the interior of the garage/accessory building on the Lot and shall not result in any equipment, tools or product being placed outside or visible to other Lot owners. Provided further, such home business or home occupation occurring on a Lot may not result in an increase in vehicular traffic to that Lot which is above and beyond what would otherwise be reasonable if that Lot were used only for residential purposes. Nor shall any such home business increase noise, air or water pollution that would be above and beyond what would otherwise be reasonable if that Lot were used only for residential purposes. No parking lot area shall be allowed which is greater in size than would be reasonable for a residence. For purposes of illustration, permitted home business or home occupation may include, but shall not necessarily be limited to: the practice of a profession in an office located within the home, a quiet trade or operation which occurs exclusively within the dwelling or garage/accessory building, or the operation of a sales office within the dwelling, garage or accessory building for the sale of a product which is not inventoried on the Lot or within the residence but is being sold offsite of the Lot.

4. **CONSTRUCTION/IMPROVEMENT REQUIREMENTS.**

a. ***New Construction or UBC Modular/Time For Completion.*** Any dwelling or other building erected on the Lot shall be either: (i) on-site new construction with new quality materials or (ii) may be a factory-constructed modular home that meets the criteria described below.

Any factory-constructed modular home placed on a Lot shall meet all UBC/IRC building codes and shall have an UBC-approved designation. No modular or manufactured homes that meet only the lesser HUD code but not the UBC/IRC codes shall be permitted. If a factory-constructed modular home shall be placed on any Lot, it shall be a UBC-approved modular home, shall meet all of the other architectural requirements set forth hereinafter, and shall be placed on a permanent concrete foundation. The required concrete foundation of all UBC-approved modular homes constructed on a Lot shall be a continuously poured concrete exterior wall running the entire length of the home's foundation on all sides.

Once construction of a structure is commenced on a Lot, construction of that structure shall be completed within eighteen (18) months of commencement, except that such period may be extended for acts of God or other significant delays beyond the Owner's control. No dwelling may be occupied until the exterior of the dwelling is finished and it is safe for occupation. For purposes of architectural review (and not for the occupancy requirement in the preceding sentence) no structure shall be considered completed until the required landscaping is installed and approved by the Architectural Control Committee (the "Committee") defined below.

**b. No Mobile Homes/No Temporary Structures.** No mobile homes or other pre-constructed modular buildings, which are not specifically approved above and otherwise meet these Covenants, shall be placed on any Lot. No trailer, mobile home, recreational vehicle, tent, shack, garage, barn, accessory building, outbuilding or other structure, and no temporary building of any kind shall be used as a residence, either temporarily or permanently, on any Lot. Provided however, the occasional, temporary use of motor homes or travel trailers for extra space when the Owner(s) have guests or in emergencies shall be permitted; provided that such a vehicle must be parked on the driveway of the Lot and shall not be so used for more than ten (10) days total in any calendar year.

**c. Appearance of Lot During Construction.** Each Owner shall be responsible for the conformance with these Covenants by the Owner's builder and contractors, including but not limited to:

- i) During all construction period(s), a trash dumpster shall be on site and all construction debris placed in the dumpster daily;
- ii) All building materials shall be stored securely and neatly on the Lot during construction, and any damage caused to an adjoining Lot shall be repaired by the Owner responsible for such damage immediately;
- iii) The roads shall be kept clean at all times. Any dirt debris which is left on any road or other Lot by a vehicle entering or leaving the Owner's site shall be cleaned and removed immediately;
- iv) All excavation and construction equipment used during construction, which does not have rubber wheels, shall not travel along Circle 8 Drive and shall only travel upon the Owner's Lot.
- v) All open excavation and other construction hazards shall be properly screened and secured so as to not create a hazard or liability for others.
- vi) No signs of any kind shall be placed on a Lot except one (1) sign of reasonable size but which shall not exceed six (6) square feet to advertise the property as being for sale or to advertise the contractor's services.

**d. Minimum Square Footage Requirements.** No single story dwelling shall be constructed having less than 1,200 square feet of finished living area. No bi-level dwelling shall be constructed having less than 1,400 square feet of total finished living area above finish grade. No two-story construction shall be constructed having less than 1,600 square feet of total finished living area.

**e. Compatibility of Improvements.** All buildings, fencing and any other improvements constructed on a Lot shall be appropriate in character, design, color and architecture in relation to the general area and to the other homes in the Subdivision. No unusual design, styles or construction methods shall be allowed (for illustration purposes only -- there shall be no geodesic domes, no straw bale structures of inferior construction quality or design than what is typical in the area, and no underground homes).

**f. Colors of Improvements.** The color combination of all exterior materials should generally be subtle and tasteful to blend with the landscape. Traditional white, muted pastels, beiges, earth tones and grays are acceptable colors. Colors approaching the primary range (red, blue and yellow) are discouraged, as are drastic contrasts in value (light to dark). Extreme contrast colors of individual masonry units or between masonry units and their grout matrix should be avoided. Roofing materials should be of darker tones, avoiding whites, off-whites, bright colors and light pastels.



**g. Number of Buildings Per Lot.** No buildings shall be built or placed on a Lot other than one (1) detached single-family primary residential dwelling, which may have a private attached garage, and a maximum of one (1) additional accessory building.

**h. Accessory Buildings.** There shall be a limit of one (1) accessory outbuilding permitted on a Lot. If the single-family dwelling includes an attached garage, the one permitted accessory outbuilding shall not exceed 600 square feet. If the single family home does not include an attached garage, then the one (1) accessory outbuilding may be a maximum of 1,200 square feet. No accessory building shall be more than one story above grade.

All accessory outbuildings shall be of properly framed construction, and shall be sided only with materials allowed herein for the dwelling. No accessory building shall exceed the height of: (i) maximum height of the residential dwelling on the Lot or (ii) a height of twenty-two feet (22') from the highest point of finished grade, whichever is less. Provided further, an accessory building constructed on a Lot shall be constructed in a style that matches the primary residential dwelling constructed thereon, and the siding and roof materials and colors of both buildings shall be the same.

**i. Prohibited Sidings.** No residential dwelling or any accessory building erected on a Lot shall be sided with any materials which are typically inferior and less-than-average in quality and appearance, including the following expressly-prohibited siding materials:

- i) Plywood or any wood sheet panel siding;
- ii) Vinyl siding;
- iii) Pressed board or other such inferior grade composite siding which has a durability warranty of less than fifteen (15) years;
- iv) Exposed, unfinished cement or concrete block (no more than 6 inches of unfinished concrete for a basement foundation wall shall be left exposed in its unfinished condition).

All otherwise permitted siding material shall be installed to run horizontally. Stucco siding is expressly permitted.

**j. Front Elevation & Masonry Requirement.** All dwellings shall face Circle 8 Drive so that the front door of each dwelling on each Lot faces the street.

Wainscoting (which is defined for purposes herein as the lowest 3 feet of exposed exterior siding) shall be part of the exterior design of the dwelling, attached garage and any accessory building constructed upon a Lot. Wainscoting shall be placed along the front elevation (which is defined as the elevation which most directly faces Circle 8 Drive) of all structures and extend around the corners thereof for a minimum distance of twelve inches (12"). The wainscoting shall be masonry (including: natural rock, brick, cultured stone or other material approved by Committee) and properly secured to the lowest 3 feet of the front elevation(s). Provided however, in lieu of wainscoting, this masonry requirement shall also be satisfied if twenty percent (20%) of the front elevation of all said structures is otherwise properly sided with masonry in some configuration other than wainscoting. The intent of this paragraph is to require a certain portion of all improvements that can be seen from Circle 8 Drive to be faced with a better-than-average, attractive and natural appearance.

**k. Roofing Requirements.** All major roof lines of all dwellings shall be pitched with at least a 4/12 pitch; provided however, the roof pitch of porches, dormers and other ancillary roof lines shall not be less than a 4/12 pitch. All buildings constructed on a Lot shall have a roof of at least sixteen-inch (16") overhang. No roof of any other structure erected on a Lot shall be pitched less than a 4/12 pitch.

The front elevation of all dwellings must include a roof design with multiple breaks created by eaves and overhangs, with a minimum of at least three such breaks, with consideration being given to window size and placement, and an overall appealing exterior style and finish.

Permitted roofing materials shall not be in any unusual color and are limited to: (i) tile or slate; (ii) asphalt shingles with at least a 25-year rating, (iii) high quality composite shakes, or

(vi) other higher-than-average quality roofing material which is specifically approved by the Committee. Metal roofing material shall not be permitted.

**l. Fences.** Only fences constructed with chain link or PVC materials shall be permitted, unless otherwise approved by the Committee. No fence shall exceed four (4) feet in height and shall not be placed forward of the rear corners of the building. Special consideration may be given for corner lots, where one of the fence lines may be extended to the front building line. All permanent fences to be constructed on a Lot shall be subject to approval by the Committee; as such approval process is set forth herein. Provided however, temporary fences (i.e., fencing to temporarily protect trees or vegetation) do not require such approval.

**m. Garages.** If a dwelling shall have a garage attached thereto, all such garages shall hold a minimum of (2) cars and shall be attached to the dwelling. All garages shall be offset from the front of the dwelling at least two feet (2') which is intended to ensure an appealing roof line and building wall variance between the dwelling and the garage. Variations to these requirements shall be permitted by the Committee in cases where peculiar architectural considerations require a space between the dwelling and garage. In such cases, the Committee shall have the right to specify the locations of any garage detached from the dwelling and whether the garage must be attached by a "breezeway structure."

**n. Appearance of Neighbor's Dwelling.** No dwelling shall be constructed upon a Lot, which appears to have the same front or side elevations as a dwelling on an adjacent Lot. The Committee shall review repetitive use of the same building style on Lots in close proximity for individual Lot locations.

**o. Maximum Height of Dwelling.** No dwelling shall be erected, altered, or placed on a lot which is more than two and one half (2 1/2) stories or thirty (30) feet in height from the highest point of finished grade, whichever is less, unless a greater height is approved in writing by the Committee.

**p. Antennae/Fixtures to Roof.** Television, radio and other communication antennas or satellite systems (which shall have a maximum dish size diameter of no more than 24 inches) shall be placed upon the rear of any dwelling roof. All lines or wires shall be buried in conduit. Any roof exhaust system shall also be placed upon the rear of any dwelling roof.

**q. Elevation Approval/Exposed Concrete.** The elevation of all foundations and the location of all dwellings or accessory building shall be approved by the Committee. No more than six (6) inches of concrete foundation shall be exposed without treatment or covering acceptable to the Committee.

**r. Pools/Spas.** All pools and spas must be constructed clear of all required setbacks and in accordance with County of Sheridan regulations. All pools must be fenced and all spas skirted and all equipment screened from view.

**s. Driveways.** Access driveways and other areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material at least 3 1/2" thick. Each driveway shall include a culvert at least ten inches (10") in diameter between the dwelling and Circle 8 Drive. Driveways must be completed prior to occupancy of a dwelling unless prior approval is received from the Committee.

**t. Variance Permitted.** The Committee shall have the power to enter into agreements with owner of any Lot, without the consent of the owner of any other Lot or adjoining or adjacent property, to deviate from the provisions of the covenants restrictions within the jurisdiction of the Committee for reasons of practical difficulty or particular hardship which otherwise would be suffered by such owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such covenant as to other lots in the properties.

**5. GENERAL LOT APPEARANCE.** No Owner shall accumulate on his Lot, or allow others to accumulate on his Lot, any junk, inoperable vehicles or equipment of any nature, trailers, refuse or any other unsightly materials.

6. **GENERAL IMPROVEMENT SET BACK.** No improvement (excluding perimeter fences, landscaping and similar improvements which would not defeat the purpose of the set back) shall be constructed closer to any property line than that permitted by the applicable Sheridan County regulations.

7. **EXTERIOR LIGHTING.** Only standard residential lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed and/or shielded so as to prevent any such light shining onto or at the adjacent road and/or Lots.

8. **UTILITIES.** All utilities and service lines installed on Lots shall be underground. Propane tanks shall be buried, or in the alternative, shall be screened from public view and the view of neighboring Lots and said screen shall blend with the adjacent building.

9. **WASTE DISPOSAL/SEPTIC SYSTEM.** The Owner of each Lot shall adhere to local regulations for disposing of trash and garbage. No rubbish, debris, ashes or trash of any kind shall be burned on any Lot, nor shall it be placed or permitted to accumulate upon said Lot. All garbage and other debris shall be placed in receptacles secured by each Owner for his Lot, which shall be reasonably secured and screened on each Lot. No burning of trash in a burn barrel, or other such device, is permitted on any Lot.

All septic systems must be professionally engineered as the soil conditions in the Subdivision and the close proximity of each Lot will necessitate more than an average residential septic system.

10. **VEHICLES, MACHINERY AND EQUIPMENT.** Vehicles which are not in running condition or are in a state of disrepair or not driven daily, and trailers, campers, boats, recreational vehicles and other like vehicles, machinery and equipment shall not be parked, placed or stored anywhere on a Lot unless enclosed in a garage or accessory building and out of the view of other Lot owners. Private vehicles which are used on a daily basis do not need to be stored in such a manner; provided however, no more than four (4) such vehicles, including those vehicles driven on a regular basis, shall be parked outside an enclosed garage or accessory building on any Lot. Provided further, only one (1) commercial vehicle (of 10,000 pound gross vehicle weight or less) is allowed to be parked on a Lot at any time. Parking on Circle 8 Drive is prohibited.

All vehicles (including motorcycles, ATV's, RV's, trucks, pickups, automobiles and wheeled vehicles of any other kind) which are used or operated in the Subdivision must obey all posted speed limits, comply with all legal licensing requirements (both as to the vehicle and the driver), be properly registered and must comply and obey all laws, rules and regulations of the State of Wyoming and County of Sheridan relating to the ownership, operation and use of such vehicles.

11. **LIVESTOCK AND PETS.** No livestock of any nature shall be kept, raised, or maintained on a Lot ("Livestock" shall include but not be limited to: horses, donkeys, cattle, sheep, pigs, goats, llamas, peacocks, turkeys, chickens and any other such animals not customarily kept as household pets in the area). Commercial animal husbandry shall not be practiced in any form. No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any Lot, and no Owner shall have more than four (4) such pets on a Lot. Each Owner shall be required to clean up any feces or defecation produced by such pets and shall be strictly liable for all damage/injury caused by such pets. All pets shall be kept inside the Owner's dwelling or garage between 10:00 p.m. until 6:00 a.m. unless they are walking such pets on a leash or otherwise confined to a restricted patio or deck area. Owners shall at all times prevent their pets from creating barking nuisance or other nuisance and must not allow any animal out of the dwelling unless the Owner is in the animal's presence outside the dwelling. Vicious animals which threaten people or other pets shall not be permitted and shall be permanently removed from the Subdivision immediately upon request of the Committee, which shall have authority to determine, in its sole discretion, which animals are vicious, threatening or causing a nuisance.

12. **NO NUISANCE, HAZARDOUS, NOXIOUS, OR OFFENSIVE ACTIVITIES.** No hazardous, illegal, noxious, or unreasonably loud or offensive activities shall be permitted within the Subdivision, nor shall anything be done or placed within the subdivision,

which is or may become an unreasonable annoyance or a nuisance. No plants or seeds or other things or conditions harboring or breeding infectious plant disease or noxious insects shall be introduced or maintained on any Lot. It shall be the responsibility of each Owner to maintain his Lot free from accumulation of debris and from overgrowth thereof of weeds or noxious vegetation. If an Owner shall fail to so maintain his Lot, the Declarant or the Committee, after 10 days written notice to the Owner, shall be authorized to enter upon the Lot and cut and maintain the Lot. If the Declarant or the Committee, or persons contracted by them, shall perform such work, Owner agrees to pay to them the sum of One Hundred Dollars (\$100.00) for each such instance where cutting or maintenance has been provided to Owner's Lot. The Lot shall be charged with a lien, which lien shall have priority as of the date of the recording this Declaration. The Declarant or Committee shall be entitled to designate an agent for the purpose of performing the mowing or cutting, and may further direct payment be made directly to such agent.

**13. IRRIGATION OF YARDS/LANDSCAPING.** Water rights may run with Lots in the Subdivision according to the State of Wyoming Engineer's office. The watering of the landscaping on all Lots should be accomplished by the Owner's use of a ground water well or from the East Side Ditch, if applicable and if available. No Lot should use the S.A.W.S. water supply for its primary source of watering the landscaping thereon. This requirement is intended to save on the S.A.W.S. water availability and the Lot owner's expense.

Provided, however, no well shall be drilled or placed on any Lot without the Committee's prior express approval of the placement and location of the well. Each Lot's required septic system will likely impact the available location of a well on each lot given the set-back and distance requirements between wells and septic systems and the ability to place a septic system on each Lot shall prevail over the proposed location of a water well on any Lot. The Committee shall ensure that the septic system location for each lot shall be protected before the location of any ground water well is approved.

Landscaping of each Lot is required and shall be completed no later than six (6) months from the date the exterior of the residential dwelling is completed. This landscaping requirement includes the planting of grasses, shrubs, and trees, and the installation of sidewalks from the driveway to the residential dwelling. All planted landscaping shall be reasonably maintained and manicured. Rock gardens and underground sprinkler systems are encouraged.

**14. ARCHITECTURAL CONTROL COMMITTEE -SUBMISSION OF PROPOSED PLANS AND REVIEW PROCESS.**

**a. *Express Intent of Architectural Control.*** It is the intent of these Covenants to ensure that the dwellings, garages and accessory buildings constructed within Subdivision are high in quality, appearance and styling. The Declarant wishes to promote a high quality of construction and appearance for each building to be constructed in the subdivision to protect each Lot, the Owners thereof, and property values of each Lot within the Subdivision. By placing these Covenants of record, the Declarant's intent is to allow the Committee to carry out the general purposes expressed in these Covenants, to assure that any improvements or changes in the Lots will serve to preserve and enhance existing features of natural beauty, and to assure that materials and workmanship of all improvements are of high quality.

**b. *Prior Approval Required.*** The Committee's prior approval of all construction on a Lot is required, as set forth herein.

**c. *The Committee.*** To achieve the objectives of these covenants and restrictions, the Subdivision's Architectural Control Committee (herein "Committee") is hereby created, as provided and set forth below.

**d. *Matters Requiring Approval.*** Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. Matters requiring approval of the Committee shall be submitted to its President or as the Committee otherwise designates. In addition thereto, no building, fence, wall or other structures shall be commenced, erected or maintained, upon a Lot, nor shall any exterior addition to or change in or alteration to any Lot or the improvements located thereon be made, nor shall any clearing of trees or change of property grade be made, until the plans and specifications showing

the nature, kind, shape, elevations, heights, location and grade, design and proposed location on the Lot have been submitted to and approved in writing by the Committee.

Building plans to be submitted must include a color scheme, a site plan (with building location, grades and landscaping) and a proposed construction schedule, and must show back, side and front elevations, indicating roof design, window size and placement, exterior style and finish, landscaping, and the engineered plans for the septic system. Dwellings that are to be prefabricated off-site must have the preliminary or sales plan submitted to the Committee for a preliminary review to determine if the construction and design and the style, windows, roof lines, and details will meet minimum criteria set forth therein, provided however, the preliminary review does not relieve the owner from the obligation to meet the remaining review requirements applicable to all dwellings.

**e. Procedure.** Whenever approval is required of the Committee, appropriate building plans and specification shall be submitted to the Committee. The Committee shall either approve or disapprove such design and location and proposed construction and excavation activities within thirty (30) days after said plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetics, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this approval requirement will be deemed fully complied with; provided that nothing herein shall be deemed to waive the obligation of each Owner to comply with the substantive covenants and restrictions of the Declaration. At the discretion of the Committee, a reasonable filing fee may be established by the Committee to accompany the submissions of such plans to defray copy/mailling expenses, if any. No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee.

**f. Committee's Inspection.** During the course of any construction of any structure or system, the Committee shall have the right, but not obligated, at all reasonable times to inspect the work to ensure it conforms with the approved plans and with applicable local, county, state and federal regulations. The Committee, or its designated inspectors shall have the right to inspect the building site prior to, during, and at the end of all construction phases.

#### **15. SUBDIVISION ARCHITECTURAL CONTROL COMMITTEE** **("COMMITTEE")**

**a. Creation.** The Subdivision Architectural Control Committee (herein referred to as the "Committee") is hereby created as an unincorporated, nonprofit Committee under the Wyoming Unincorporated Nonprofit Association Act, Wyoming Statutes, to exercise the powers granted, and to perform the functions imposed, by these Covenants with regard to the Lots.

**b. Purposes and Powers.** The general purposes of the Committee are to:

- (i) Enforce these Covenants, as set forth herein and as may be amended,
- (ii) To govern, administer and pay for the private maintenance and repair of that road within the public right of way in the Subdivision known as Circle 8 Drive, which shall not be maintained by Sheridan County but will be privately maintained by the Lot owners through the Committee;
- (iii) To serve as an architectural control Committee to protect the generally required characteristics of construction described above and to prohibit construction in violation of such requirements. In this capacity as an architectural control committee, the Committee's approval shall be required to commence construction, and before any construction is commenced on a Lot, the owner shall submit to the Committee the construction plans, elevations and color selections for the project, and the Committee shall have a reasonable time to submit comments to the owner prior to commencement of construction as set forth herein. Should the Committee deem such plans, elevations or colors a clear violation of the construction requirements set forth hereinbefore, the Committee shall have

- the right, if after a proper vote is taken, to take action as the Committee to attempt to enjoin non-permitted construction; and
- (iv) To generally promote the health, safety, and welfare of the residents of the Lots. The Committee shall also have the power to provide such additional services for the Lots as the owners may from time to time approve.

For these purposes, the Committee is hereby empowered to:

- 1) Exercise all of the authority, powers, and privileges delegated to or vested in the Committee by these Covenants, by Wyoming Statutes, or as may be reasonably implied as being necessary and proper hereunder, and to perform all of the duties and obligations established by these Covenants;
- 2) Elect officers to carry out the administrative duties authorized by the Association's members from time to time. Officers shall include a President, Vice President and Secretary/Treasurer unless otherwise provided by the Association;
- 3) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to these Covenants, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Committee, specifically including the costs associated with repairing, maintaining and operating Circle 8 Drive; and
- 4) Employ such firms or persons to perform any or all of the duties and obligations of the Committee.

**c. Membership.** Every Lot shall be entitled to have one Member serve on the Committee, and such membership shall be appurtenant to and may not be separated from the ownership of the Lot. If there are multiple record owners of a Lot, each Lot shall be entitled to have one such Owner serve as the Member of the Committee for that Lot. An Owner shall become a member upon conveyance of record to him of his Lot and shall cease being a member upon his conveyance of record of such Lot. No certificate or document, save and except a recorded conveyance to a Lot, shall be required to evidence such membership.

**d. Voting Rights.** Each Lot, by and through the Owner thereof, shall be entitled to one vote for each Lot, save and except that the voting rights of any Owner who is more than 30 days past due on the payment of any assessment to the Committee shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. The voting rights of any Owner against an enforcement issue concerning the Lot that Owner owns, and that is being voted upon by the Committee, shall be suspended for the vote on that enforcement issue only. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the Owners of that Lot determine, but in no event shall more than one vote be cast on behalf of one Lot.

**e. Action.** An action of the Committee, or any approval required of the owners under these Covenants, shall require the affirmative vote of *at least Sixty Six Percent (66%)* of all Lots, excluding the vote of any owner whose voting rights are suspended under Subparagraph d., cast in person or by proxy, at a duly constituted meeting of the Committee, or, without a meeting by written approval of such action.

**f. Meetings.** The Committee shall have an annual meeting. The first annual meeting shall be held in the month of August of 2005, as shall be called to order by Declarant. At such initial annual meeting, the members of the Committee shall determine the preferred time, date and location for the annual meetings thereafter. Other special meetings of the Committee may be called at any time by the written request of the owners of any three (3) Lots. Written notice of any and all meetings of the Committee shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each owner, addressed to the owner's address last appearing on the books of the Committee, or supplied by such owner to the Committee for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the purpose of the meeting. Each owner may vote in person or by proxy at all meetings of the Committee. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the owner of his Lot.

g. **Books and Records.** Upon prior written request, the books, records, and papers of the Committee shall be subject to inspection at a reasonable time and place by any owner and by a mortgagee holding a duly recorded mortgage against a Lot.

h. **Principal Office.** The Committee shall designate a principal office from time to time.

i. **Dissolution.** The Committee may be dissolved upon the written approval of all of the owners of all the Lots. Upon dissolution of the Committee, the assets of the Committee shall be distributed to the owners of the Lots within Subdivision in equal shares, or, dedicated to an appropriate public agency or nonprofit organization to be used for purposes broadly similar to those for which this Committee was created.

j. **Limitations.** No part of the net earnings of the Committee shall inure to the benefit of, or be distributed to, the owners, except that the Committee shall be authorized to pay reasonable compensation for services rendered.

## 16. ASSESSMENTS.

a. **Creation of Lien & Personal Obligation of Assessments.** Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Committee all assessments or charges duly established and collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them.

b. **Purpose of Assessment.** The assessments levied by the Committee shall be used exclusively to pay the obligations imposed upon the Committee by these Covenants and to promote the health, safety, and welfare of the residents of the Lots.

c. **Annual Assessments.** The Committee shall establish annual assessments to meet its obligations under these Covenants, including specifically the obligations to maintain Circle 8 Drive and to satisfy the operating expenses of the Committee. The Committee shall have the power to include within the annual assessment amounts to meet the costs of any other service duly approved by the Committee.

d. **Special Assessments.** In addition to the regular assessments authorized above, the Committee may levy, in any assessment year, a special assessment applicable to that year only.

e. **Approval of Assessments.** All assessments under this Paragraph shall be subject to the approval of the Committee, as provided herein. It is Declarant's intention that the initial annual assessment for the year 2005 shall be set in accord with c. above at its first annual meeting in August of 2005.

f. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed as a uniform rate for all Lots, except as noted specifically above.

g. **Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Lots on such date as shall be established by the Committee under Subparagraph e. The Committee shall fix the amount of the annual assessment against each Lot at least 30 days in advanced f each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Committee shall establish the due dates. The Committee, shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Committee setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Committee as to the status of assessment on a Lot is binding upon the Committee as of the date of its issuance.



h. ***Effect of Nonpayment of Assessments.*** Any assessment not paid within 30 days after the due date shall thereafter bear interest from the due date at the rate of 12 percent (12%) per annum. Upon the failure of a Lot owner to pay the assessment when due, the Committee will provide written notice to the violating Lot owner by delivering the notice by certified in mail -- such delivery shall be deemed effective on the date notice is mailed by the Committee. The violating Lot owner shall have thirty (30) days from the date the notice is deposited in the mail to pay, in full, the unpaid assessment, interest thereon and costs. If payment is not received by the Committee within said 30 day period, the Committee may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Lot which is created herein by such nonpayment. The lien created herein shall be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming and may be, at the Committee's discretion, accomplished by advertisement and sale as provided in the Wyoming Statutes. In the event of such collection and/or foreclosure, the nonpaying Lot owner shall be liable for all attorney's fees and costs incurred by the enforcing party in such collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Lot.

i. ***Subordination of Lien to Mortgages.*** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

17. **VARIANCE.** The Committee, in exercising its control of the subdivision, may grant a variance to an Owner, upon the Owner's written request, to allow the dwelling or accessory building to be located, constructed, sided or roofed in some material other than those expressly permitted above. The Committee acknowledges that there may be a type of construction, siding, roofing or other materials proposed that may be otherwise prohibited herein but because of the overall high quality of construction appearance and style of the proposed residence or building the Committee may desire, as a group, to allow such and grant a variance.

The Committee shall have full power and authority, upon an affirmative vote of *at least* Sixty Six Percent (66%) of Lots, to grant a variance from these covenants for good cause shown in order to prevent undue hardship on an owner subject to the Covenants. For all purposes of these covenants when determining a percent of the Owners, each Lot shall be considered to have one Owner for all voting purposes. The variance, if granted, shall not violate the overall theme and appearance of the property subject to these Covenants and shall be in writing.

18. **ENFORCEABILITY.** These Covenants may be enforced by the record owner of any Lot or by the Committee, but shall not run to the benefit of a third party, except as otherwise specifically provided below. An Owner and/or the Committee shall have the right, but not the obligation, to enforce these Covenants, as set forth herein.

The Committee, or any Owner, shall have the right and authority, but not the obligation, to enforce compliance with the Covenants contained herein. The Committee shall not be required to take enforcement action at the request of any Lot owner.

Enforcement of these Covenants shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Committee or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

If the Committee elects to take enforcement action upon the violation of any covenant or restriction, or upon the failure to pay any assessment, written notice of such violation or failure shall be directed to the violator, and violator shall have ten (10) days after the receipt of said notice to correct the violation or pay assessment due. If the violation is not corrected or payment is not made within such ten (10) day period, the Committee may enter and take possession of the violator's premises and correct the violations of these covenants, the violator may be assessed damages at the rate of One Hundred Dollars (\$100.00) per day for each day the violation continues after the ten (10) day notice. At its discretion, the Committee may extend the period

for compliance with a covenant if it believes reasonable steps are being taken to correct the violation. In the event suit is required to collect any sums due or to enjoin or correct the violation of the covenants contained herein, the violator, in addition to any of the other penalties provided herein or which may be assessed by a Court, shall be liable for all costs and attorney's fees incurred by the Committee.

An Owner shall be required to first seek enforcement of the Covenants by the Committee before commencing an independent enforcement action. If the Committee fails or refuses to act and an Owner elects to take enforcement action against another Owner as a result of the violation of any covenant or restriction, the enforcing Owner shall give the violating Owner ten days advance written notice of such intent. The notice shall identify the particular covenants or restrictions which have been violated as a condition precedent to the right to bring an enforcement action.

Each Owner against whom an action to enforce this Declaration is taken, whether by the Declarant, the Committee or another Owner, and each Owner taking an independent enforcement action against another Owner, shall indemnify, defend, and hold harmless the Declarant and the Committee from all claims, liability, causes of action, demands and costs (including reasonable attorney's fees) arising out of or resulting from such enforcement action.

The Committee shall have a lien against each Lot to secure the payment of any assessment provided for herein or the cost of correcting or enjoining any violation of these covenants, plus interest from the date due and payable at the rate of 12% per annum, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. Such lien shall have priority as the date this Declaration is recorded in the Office of the Sheridan County Clerk and Ex-Officio Recorder of Deeds. The lien may be foreclosed in the manner provided for the foreclosure of real estate mortgages in the State of Wyoming.

**19. SEVERABILITY.** Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

**20. NON-WAIVER.** Any failure to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

**21. COVENANTS RUN WITH THE LAND; AMENDMENT.** This Declaration of Covenants shall run with the land and shall be binding upon all parties for an initial period of twenty five (25) years, and shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by *at least* Sixty Six Percent (66%) of the Lots which repeals or amends this Declaration covenants of record.

Except as expressly otherwise provided hereafter, these Covenants may be amended only upon an affirmative vote of *at least* Sixty Six Percent (66%) of the Lots and with an instrument signed by the record owners of *at least* Sixty Six Percent (66%) of the Lots in SUBDIVISION which shall be filed in the Office of the County Clerk of Sheridan County, Wyoming.

Executed by the Declarant this \_\_\_\_\_ day of July, 2005.

**Declarants:**

*Eva Lee Stiles Attorney-in-Fact For Gary J. Roberts*  
**GARY J. ROBERTS BY AND THROUGH HIS ATTORNEY-IN-FACT EVA LEE STILES  
 PURSUANT TO THE CERTAIN LIMITED POWER  
 OF ATTORNEY EXECUTED ON MAY 16, 2005 A  
 COPY OF WHICH IS ATTACHED HERETO**

*Christine Roberts*  
**CHRISTINE ROBERTS**

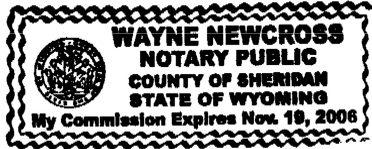
STATE OF WYOMING     )  
                                      ) ss.  
County of Sheridan     )

Subscribed and sworn to before me this 15 day of July, 2005, by Eva Lee Stiles, as Attorney-In-Fact for **GARY J. ROBERTS**.

Witness my hand and official seal.

Wayne Newcross  
Notary Public

My Commission Expires: 11/19/2006



STATE OF WYOMING     )  
                                      ) ss.  
County of Sheridan     )

Subscribed and sworn to before me this 15 day of July, 2005, by **CHRISTINE ROBERTS**.

Witness my hand and official seal.

Wayne Newcross  
Notary Public

My Commission Expires: 11/19/2006

