

ALBANY COUNTY, LARAMIE, WY
JACKIE R GONZALES, ALBANY COUNTY CLERK

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**Declaration of Protective Covenants
Of
Grand View Heights Subdivision**

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KNOW ALL MEN BY THESE PRESENTS, that Country Club, LLC, a Wyoming Limited Liability Company, Grantor, the Owner of all lands in Grand View Heights Subdivision, a Subdivision developed by the undersigned and located in Albany County, Wyoming, as the same is more particularly described to wit:

Lots 1-61 Block 5, Lot 1-28 Block 6, Lot 1-12 Block 7, Lot 1-14 Block 8, Lot 1-4 Block 10, Lot Grand View Heights Subdivision, City of Laramie, Albany County, Wyoming. Not described above but which are part of the subdivision are public streets and trail buffers, which are dedicated to the public.

Does hereby declare covenant, agree, and make the following declarations ("Declarations") as to the limitations and restrictions of use to which the Lots within Grand View Heights ("the Subdivision") may be put:

INTENT. It is the intent of these covenants to protect and enhance the value, desirability, and attraction of GRAND VIEW HEIGHTS SUBDIVISION; to protect the use, enjoyment, and value of Owner(s) Lots, to protect Lot Owner's from improvements constructed on other Lots within the Subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection of construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Lots of the Subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to insure and encourage the provision of adequate and suitable landscaping and to insure the proper location of improvements. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of Owner(s) against undue noise and danger. It is further intended to provide by these covenants that disturbance of the natural open space environment be kept to a minimum.

DECLARANT CONTROL. Country Club, LLC is the Declarant of these Protective Covenants for Grand View Heights Subdivision, Laramie, Wyoming. A period of Declarant control is hereby established beginning with the filing of the covenants and extending for a twenty (20) year period with automatic renewal. During the twenty (20) year control period Declarant, at its sole discretion, may amend these protective covenants as long as the original intent and protection provided in the original covenants is not diminished.

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In the event of the sale or release of remaining Subdivision Lots by the Declarant, the Declarant development rights shall be assigned to and assumed by the successor or assign of Declarant.

DECLARANT DEVELOPMENT RIGHTS. Declarant expressly reserves the right as the original developer of Grand View Heights Subdivision to combine or subdivide Lots, and to relocate boundaries of any portion of the plat or Lots owned by the Declarant as long as changes are created in accordance with City of Laramie ordinance(s), applicable zoning, and that the potential changes do not diminish the original intent of the land uses and of these Covenants.

DEFINITIONS. "Committee" shall mean and refer to the Architectural Control Committee.

"Grantor" shall mean and refer to Country Club, LLC, Wyoming Limited Liability Company.

"Improvements" shall mean and include, but not be limited to, roads of private drives, dwelling structures, buildings, fencing, landscaping projects, and other improvements installed which add or enhance the value of lands located on or within the Subdivision.

"Lot" shall mean and refer to any legally subdivided real estate located within the boundary of Grand View Heights Subdivision and all amendments thereto and supplements thereof as recorded in the Office of the Clerk and Recorder of the County of Albany, State of Wyoming.

"Owner" shall mean and refer to the record Owner, whether one (1) or more persons, of fee simple title to any Lot (or in the event of a contract for deed transaction involving any Lot, the Purchaser thereunder), but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable Owner of such fee simple title shall be deemed to be the Owner thereof.

RESTRICTIVE USE. All Lots within the Subdivision shall be known and described as residential Lots and will be restricted by Covenants contained in these Declarations. Lots shall be used and occupied as residential dwellings only unless altered in accordance with Declarant Development Rights.

Lot use is restricted by applicable City of Laramie zoning ordinance. Any conditional uses allowed by City of Laramie ordinance shall be subject to approval by the Architectural Control Committee prior to governmental application and in no case shall mobile homes be allowed.

The Owner's of Lots within the Subdivision shall have full enjoyment of the Lots subject to the Covenants contained in this Declaration and all applicable City of Laramie zoning and municipal codes and ordinances. No activity of a noxious or offensive nature

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may be conducted upon any Lot in the Subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the other Lot Owner(s). All dwellings, buildings, and other improvements are to be kept in a state of good condition and repair at all times.

Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. Television satellite dishes may be allowed, but their location and screening design must take into account adjacent Lot Owner's views and the views from the public roadways which serve the Subdivision. Approval for the installation of satellite dishes must be obtained by the Architectural Control Committee prior to any installation.

No Lot shall be used or maintained as a dumping ground or storage area for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair and/or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in cleaned and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises. No parking of any vehicles or storage of personal items is allowed on the landscaped areas of the Lots. The landscaped area of a Lot is defined as the remainder of the Lot area not encumbered by a dwelling and garage footprint, driveways, or other specific hardscaped areas which require approval from the Architectural Control Committee.

FURTHER SUBDIVISION RESTRICTION. No Lot may be further divided into smaller Lots except by Declarant.

ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the Subdivision is constituted. This Committee is composed of William J. Edwards, Richard B. Wilson, and Teresa Moore, or their successors as provided for herein. All notices to the Committee required herein shall be sent to 506 Shoshoni Street, Cheyenne, Wyoming 82009. All Committee actions or decisions shall be by majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. None of the members of the Committee nor its designated representative shall be entitled to compensation of any kind for services performed as a member of the Committee.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to the Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments

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required by any public or governmental agency shall be the sole responsibility of the applicant.

PRIOR COMMITTEE APPROVAL REQUIRED. No improvements shall be constructed or erected upon any Lot within the Subdivision until the Architectural Control Committee, hereinafter referred to as Committee, has approved the plans and specifications that meet the minimum requirements set forth below and submitted to it by the Lot Owner in the form and manner set forth herein. The Committee shall have sole interpretation of definitions as presented herein as applicable to lot improvements only and sole discretion regarding approval of lot improvements. All submissions to the Committee must include two (2) sets of illustrated plans and written specifications to include at a minimum:

- a. A Site Plan showing the location of the structure(s) to be constructed on the Lot, the location and size of all driveways, sidewalks, paths, and the drainage across such Lot, easements and/or any other encumbrance specific to the Lot, and any other improvements which are known to the applicant at the time of the submission;
- b. The Floor Plan(s) of the structure(s) illustrated to scale with square footage indicated;
- c. Structure Elevation Drawing(s) illustrated to scale of the front, side(s) and rear elevations of all structure(s); and
- d. A description on the drawings or on a separate specification sheet of the type and color samples of all exterior finishes including but not limited to doors, windows, wall treatments, trim, gutter and downspouts, and roofing material;
- e. Landscape Plan (which may be shown on the Site Plan) showing all planned turf, trees, shrubs, other landscaping elements, fencing, and irrigation.

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described; conformance with this Declaration, and the harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of the specific basis for disapproval and the manner in which the applicant may suggest amendments to such plan to secure approval. One set of plans, specification and any other documents and materials submitted for approval shall remain in the possession of the Committee and one set marked "approved for construction" along with an approval letter shall be returned to the applicant.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required

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information and any other information which the Committee may, in writing, require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, or any Lot Owner to enjoin the construction of any structure which does not comply with any other provision of this Declaration.

In the event that any construction is commenced upon any Lot within the Subdivision without having first secured Committee approval, the Committee and/or any Owner of a Lot within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs and construction costs of such Grantees thereof to all subsequent Grantees shall set forth on the face of each such document, that said Lots being conveyed are subject to the terms and conditions of this Declaration, with specific reference to the Book and page numbers as recorded with the Albany County Clerk.

The Committee may grant variances from the provisions of these Protective Covenants which have authority over building and improvement approval(s) due to extraordinary or exceptional situations or conditions, at the Committee's sole discretion, provided that such relief does not impair the intent or purpose of these Covenants. The Committee may waive such provision of these Covenants if necessary to effectuate the objectives of these Covenants.

All construction shall be new and must comply with all applicable building codes, rules, regulations, and requirements, all applicable zoning laws, Turner Tract Overlay Zoning District Ordinance, and the minimum building standard as set forth in this Declaration. No structure may be moved into the Subdivision from any location outside the Subdivision except pre-assembled, new construction and components which meets all of the requirements of these Covenants and all other codes and standards referenced herein.

During construction, it shall be the Lot Owner's responsibility to insure that all construction related trash, waste, materials and debris are contained and the construction site is kept clean. All building materials must be secured and protected. The Lot Owner bears the responsibility to insure that all trash, debris or material of any kind be adequately contained within their Lot and not be allowed to litter other Lots, the Subdivision's public road right-of-ways or other properties.

SITE GRADES: Site surface drainage shall be addressed during the design and construction of each dwelling to prevent water from infiltrating subgrade soils near all structural foundations, paved areas, and concrete flatwork. The overall subdivision site surface drainage shall not be altered from engineered grades created during the construction of the subdivision which could cause drainage to encroach upon adjacent lot structures. Site surface drainage shall maintain positive flow to drainage collection point. A minimum 2% positive slope away from any proposed structure for the first ten to fifteen feet is recommended with the exception of narrower side yards where 2%

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minimum positive slope (or as required by City of Laramie code) away from the structure to the lot line will be maintained. Paved areas and concrete flatwork shall have finished grades that provide proper discharge of water away from structures

TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular home, basement, tent, shack, barracks, garage, barn or other outbuildings shall be used on any Lot as a family dwelling, either temporarily or permanently. This covenant shall not restrict a home builder from maintaining a temporary job site office and/or tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures when the same have been on the premises an unreasonable length of time. The expected use for a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction approval from the Architectural Control Committee. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than twelve (12) months after the date on which construction is started, unless the Architectural Control Committee grants a time extension. No mobile home shall be used as a construction related work shed or converted to a permanent dwelling on any site.

MINIMUM SIZE. All floor plans for twin home and single family detached principal dwelling constructed upon any of the Lots of the Subdivision shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage of one thousand (1000) square feet. Multi-family dwellings are excluded from minimum unit or condominium size restrictions.

CONSTRUCTION REQUIREMENTS. It is the intent of this Declaration that all construction improvements within Grand View Heights Subdivision be new construction. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee.

All dwellings and improvements shall be constructed to meet the minimum requirements of this Declaration and each of the following codes and regulations and all other codes as adopted and in effect in the City of Laramie, Wyoming at the time of construction:

- a. International Building Code;
- b. International Residential Code;
- c. International Plumbing Code;
- d. International Fuel Gas Code;
- e. International Mechanical Code;
- f. National Electrical Code;
- g. Other City of Laramie Codes, Standards, and Ordinances

Once construction begins on any residence, such construction shall be completed within one (1) year following the date on which construction commenced. The

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construction of all other improvements must be completed within the time period established by the Architectural Control Committee in its approval of such improvement.

ARCHITECTURAL DESIGN GUIDELINES. There is no mandatory "style" of architecture for dwellings or structures planned within the Subdivision. The only constant is high quality and harmony within the Subdivision, general landscape, and surrounding Subdivision Lot Owner's dwellings. Architectural design must additionally adhere to the design guidelines set forth in the Turner Tract Overlay Zoning District.

The Architectural Control Committee has complete authority and sole discretion to approve or disapprove plans and specifications submitted based on but not limited to the following criteria. The style and colors of all dwellings and structures, including roofs and chimneys, all shall harmonize with the natural surroundings, and must be designed to coordinate with the dwelling on the Lot. Garish, loud, or bright colors are not allowed. Approvals and/or possible exceptions granted by the Architectural Control Committee to various individual Lot Owner's for improvement applications does not exempt or redefine to any extent the architectural guidelines set forth herein.

Colors for exterior finish materials shall generally be subdued to blend with the natural landscape. Earth toned colors are recommended, although accent colors used judiciously and with restraint may be permitted. Colors shall be harmonious and compatible with colors of other residences on the Subdivision. Exposed unfinished concrete and concrete blocks, unnatural brick tones, and silver finish aluminum doors and windows shall not be acceptable unless approved by the Architectural Control Committee. No corrugated-type metal buildings will be allowed. Any masonry must be earth toned colored unless otherwise approved, in writing, by the Architectural Control Committee. No foundations built of wood are allowed.

Dwellings with an unfinished appearance or rugged used wood cabin finish look or design shall not be permitted. Log homes are permissible. A-frame type structures, dwellings on stilts and structures of a circular design will not be permitted except in very unusual circumstances and with permission of the Architectural Control Committee.

No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of two chimney(s) and one or more heat vent stack(s), without permission of the Architectural Control Committee. The color of the vent stacks must match the roof color or a dark color to be less noticeable.

Roofing may be shake, tile or good-quality asphalt or fiberglass laminated shingles, or as specifically allowed by the Committee. No rolled roofing (exposed to view) or T-lock style shingle is allowed.

All twin home and single family detached dwellings within the Subdivision shall have no less than a single car garage and no more than one auxiliary building.

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AUXILIARY BUILDINGS. One personal storage shed detached from the primary dwelling may be allowed with the specific approval of the Architectural Control Committee and whose location must be indicated on a submitted site plan. The same style, building materials, color and design as the principal dwelling will be a minimum requirement for approval of a personal storage shed with no pre-built metal personal storage sheds allowed. One personal storage shed no greater than 80 sq. ft. of floor space is allowed.

One detached garage or similar sized auxiliary outbuilding, which may not be used solely for the purposes of storage, may be allowed on single family detached dwelling Lots (not allowed on twin home Lots) and shall meet the following minimum design and construction standards:

1. The maximum size of any detached outbuilding structure shall be 720 sq. ft., have a maximum eave height of 10 feet and main roof peak height of 17.5 feet;
2. Construction shall meet the same standards applicable to the primary residence set forth herein;
3. The construction materials of such detached garage or outbuilding structure shall be the same quality, color and style as the primary residence.
4. All structures on a Lot shall appear to constitute an integrated unit and shall be subject to the approval of the Architectural Control Committee.
5. Construction of any detached garage or outbuilding structure may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

CITY WATER SYSTEM. All Lots shall be served by the water system of the City of Laramie. No water wells of any sort shall be permitted as long as water service is furnished by the City of Laramie or its successor, with the exception of wells owned and operated by the City of Laramie used for the purpose of irrigating parks and open spaces.

COMMERCIAL ENTERPRISES/HOME OCCUPATIONS. No commercial business activity other than home occupations as allowed by any and all Municipal Codes and Ordinances may be conducted upon any Lot with the Subdivision. Home occupations shall be pre-approved by the Architectural Control Committee.

SEWAGE. Each Lot shall be connected to the public sewer system. No sewage, waste, waste water, trash, garbage or debris shall be emptied or discharged in any drainage way adjacent to the property. All toilet facilities must be a part of the residence or detached garage or structure and shall be of a modern flush type and connected to a proper sewer system, except for temporary, self-contained toilet facilities utilized during construction. Temporary toilets used during construction which are professionally serviced on a regular basis are allowed during the construction period.

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EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in this Subdivision for the purpose(s) so designated on the plat. Within these easements, no structure, planting or other material(s) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements. The easement areas of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Fencing across easements is allowed as described below.

FENCING. All fencing shall require and be subject to approval of the Committee. But in no case shall fencing be allowed taller than six (6') feet in back yard uses and four (4') feet in front and landscaped accent areas. All backyard perimeter fencing shall be vinyl and shall be maintained per all Lot improvement(s) upkeep covered herein. Fencing used for landscaping yard accent areas is to be vinyl, split rail or western dowel rail not to exceed two rails in height. Fencing is required to be installed along all trail and open space areas shall be considered backyard perimeter fencing and shall be required to be of the same height, type and color.

Any fence placed across a recorded drainage easement shall have the bottom of the fence kept a minimum of six inches above the flow line of the drainage easement, or have separation of pickets in order to allow unrestricted flow of surface drainage.

GARBAGE/REFUSE DISPOSAL. No Lot or open space area shall be used or maintained as a dumping ground for grass and landscape clippings, rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers and screened from public view and disposed of properly.

LANDSCAPING. It is the intent of these Covenants that landscaping be installed to enhance each Lot, the Subdivision as a whole, to maintain drainage and erosion control, and to achieve a harmonious and integrated appearance of each Lot with adjoining Lots and the Subdivision.

The first Lot Owner within the Subdivision who begins improvements on any given Lot shall be responsible for the installation and maintenance of landscaping upon such Lot in at least the minimum amounts set forth herein. Subsequent Owner's of the same Lot shall also be responsible for maintaining the minimum landscape standard established herein. Unless weather conditions prevent the completion of such landscaping requirements, installation of all required landscaping shall be completed within two (2) months after completion of construction of the primary residence (evidenced by the date of the certificate of occupancy) during the growing season, or by July 1, if closing occurs after October 1 of the previous year.

No buildings, landscaping, fencing or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the Subdivision as a whole.

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No TOTAL xeriscape landscaping, desert landscaping, gravel, etc., will be permitted on any Lot within the subdivision. Xeriscape aspects may be included in the landscape plan, as long as there are grassed areas totaling 40% of the front yard and 40% of the rear yards.

Landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe visual distance requirements at road intersections or driveways.

Each Lot Owner shall plant and maintain no less than two (2) six (6') foot or taller trees of such varieties which are proven to survive and thrive in the Laramie, Wyoming climate. These trees need to be planted within two (2) months of certificate of occupancy date. Nothing herein shall be construed to prohibit an Owner from planting any reasonable number of trees less than the minimum height requirements in addition to the required two (2) trees. No unsightly shelter or wind protection for trees, such as used tires, shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that required when originally planted during the following growing season.

MANDATORY REPAIRS. In the event of damage or destruction of any or all properties and improvements covered by these Covenants, the damaged property shall be promptly repaired or reconstructed at the present Owner's cost. Repairs and reconstruction shall be completed in such a way as to not change the outward appearance of the building or grounds.

MINERALS. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

NUISANCES. No obnoxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance or threat to the Subdivision.

PETS AND ANIMALS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes, such as breeding and/or sales. Pets must be under the control of the Owner at all times and are not allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of three (3) domestic pets will be allowed to reside at each Lot. All Lot Owner's shall insure that any and all pets kept by such Owner shall not be a nuisance to any other Lot Owner or resident. Pet kennels or dog runs may be permitted by the Architectural Control Committee through

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application, but all such structures shall be properly screened from the view of other Lot Owner's and/or public roads which serve the Subdivision.

It is each individual Lot Owner's full and complete responsibility for the proper care of any pet(s), specifically with regard to the proper disposal of excrement and to control pet noise. No pets are allowed to defecate on, interfere with, or diminish or violate any Lot Owners' right to peace, health, safety and general welfare.

RENOVATIONS. No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Lot shall be performed without receiving Architectural Control Committee approval.

SET-BACKS. No building shall be located on any Lot, from any Lot line or road right-of-way, nearer than allowed by zoning and Laramie Municipal Code.

SIGNS. No signage is allowed on Owner's Lots within the Subdivision except for signs advertising the initial offering of the Subdivision and its permanent identification, signage or landmarks installed by the Grantor which identify the Subdivision. No sign of not more than six (6) square feet advertising the property for sale or rent, except signs of no more than thirty-two (32) square feet used by a builder to advertise the property during the construction period are allowed. Upon completion of construction, any such large construction sign shall be removed.

UTILITIES. All utility lateral and/or service extensions from the main line to the home and/or improvements shall be underground.

VEHICLES. No vehicles, except private passenger automobiles, light-duty trucks, vans, and motorized recreational-type vehicles 22 feet and less in length shall be parked or stored on any Lot or roadway of the Subdivision except as provided below. No parking of motorized vehicles shall be permitted on any designated trail and/or open spaces, with the exception of city owned maintenance equipment.

Parking of trailers, campers, boats, recreational vehicles, recreational equipment and otherwise large vehicles shall be limited to a period of 48 hours, when parked on the street in front of a residence. At no time shall a recreational vehicle(s) as described herein be parked on or in the street in front of lots owned by others without permission.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on any portion of a Lot for a period of more than 24 hours at any one time or as a repeated matter of practice.

No motorized vehicle of any type including recreational vehicles and related equipment and equipment flat bed transport trailers are allowed to be parked on any Lot except on designated driveways or specific parking location allowed either by these covenants and/or City of Laramie Ordinance.

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No private driveway access from the Subdivision is allowed from Bill Nye Avenue or Vista Drive.

BINDING EFFECT: EXTENSION; AMENDMENT. This Declaration and all restrictions set forth herein run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, at any time, by an instrument signed by at least 3/4 (75%) or more of the then Owner's of the Lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Albany County, Wyoming. An Owner shall be entitled to one (1) vote for each Lot owned.

ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Owner of any Lot subject to this Declaration or the Committee, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any Covenant or Covenants. Such judicial violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, or Owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and the Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration.

The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

SEVERABILITY. Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, Country Club, LLC, a Wyoming limited liability company has signed this Declaration of Covenants on this date set forth in this acknowledgement.

DECLARANT;
Country Club, LLC

By

William J. Edwards, Managing Member

STATE OF WYOMING)
ALBANY) ss.
COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by William Edwards this 6th day of September, 2006.

WITNESS MY HAND AND OFFICIAL SEAL



Carole Moore
Notary Public

My Commission Expires: 10-15-09

Declaration of Protective Covenants Of Grand View Heights Subdivision

KNOW ALL MEN BY THESE PRESENTS, that Country Club, LLC, a Wyoming Limited Liability Company, Grantor, the Owner of all lands in Grand View Heights Subdivision – 4th Filing, a Subdivision developed by the undersigned and located in City of Laramie, Albany County, Wyoming, as the same is more particularly described to wit:

Lots 14-24 Block 10, Lots 9-16 Block 11, Lots 1, 5-9 and 13-16 Block 12, inclusive, Grand View Heights Subdivision – 4th Filing, City of Laramie, Albany County, Wyoming. Not described above but which are part of the subdivision are public streets and trail buffers, which are dedicated to the public.

Does hereby declare covenant, agree, and make the following declarations (“Declarations”) as to the limitations and restrictions of use to which the Lots within Grand View Heights Subdivision – 4th Filing (“the Subdivision”) may be put:

INTENT. It is the intent of these covenants to protect and enhance the value, desirability, and attraction of GRAND VIEW HEIGHTS SUBDIVISION; to protect the use, enjoyment, and value of Owner(s) Lots, to protect Lot Owner’s from improvements constructed on other Lots within the Subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection of construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Lots of the Subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to insure and encourage the provision of adequate and suitable landscaping and to insure the proper location of improvements. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of Owner(s) against undue noise and danger. It is further intended to provide by these covenants that disturbance of the natural open space environment be kept to a minimum.

DECLARANT CONTROL. Country Club, LLC is the Declarant of these Protective Covenants for Grand View Heights Subdivision, Laramie, Wyoming. A period of Declarant control is hereby established beginning with the filing of the covenants and extending for a twenty (20) year period with automatic renewal. During the twenty (20) year control period Declarant, at its sole discretion, may amend these protective covenants as long as the original intent and protection provided in the original covenants is not diminished.

In the event of the sale or release of remaining Subdivision Lots by the Declarant, the Declarant development rights shall be assigned to and assumed by the successor or assign of Declarant.

DECLARANT DEVELOPMENT RIGHTS. Declarant expressly reserves the right as the original developer of Grand View Heights Subdivision to combine or subdivide Lots, and to relocate boundaries of any portion of the plat or Lots owned by the Declarant as long as changes are created in accordance with City of Laramie ordinance(s), applicable zoning, and that the potential changes do not diminish the original intent of the land uses and of these Covenants.

DEFINITIONS. "Committee" shall mean and refer to the Architectural Control Committee.

"Grantor" shall mean and refer to Country Club, LLC, Wyoming Limited Liability Company.

"Improvements" shall mean and include, but not be limited to, roads of private drives, dwelling structures, buildings, fencing, landscaping projects, and other improvements installed which add or enhance the value of lands located on or within the Subdivision.

"Lot" shall mean and refer to any legally subdivided real estate located within the boundary of Grand View Heights Subdivision and all amendments thereto and supplements thereof as recorded in the Office of the Clerk and Recorder of the County of Albany, State of Wyoming.

"Owner" shall mean and refer to the record Owner, whether one (1) or more persons, of fee simple title to any Lot (or in the event of a contract for deed transaction involving any Lot, the Purchaser thereunder), but excluding those having such interest solely as security for the performance of any obligation, in which event the equitable Owner of such fee simple title shall be deemed to be the Owner thereof.

RESTRICTIVE USE. All Lots within the Subdivision shall be known and described as residential Lots and will be restricted by Covenants contained in these Declarations. Lots shall be used and occupied as residential dwellings only unless altered in accordance with Declarant Development Rights.

Lot use is restricted by applicable City of Laramie zoning ordinance. Any conditional uses allowed by City of Laramie ordinance shall be subject to approval by the Architectural Control Committee prior to governmental application and in no case shall mobile homes be allowed.

The Owner's of Lots within the Subdivision shall have full enjoyment of the Lots subject to the Covenants contained in this Declaration and all applicable City of Laramie zoning and municipal codes and ordinances. No activity of a noxious or offensive nature

may be conducted upon any Lot in the Subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the other Lot Owner(s). All dwellings, buildings, and other improvements are to be kept in a state of good condition and repair at all times.

Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. Television satellite dishes may be allowed, but their location and screening design must take into account adjacent Lot Owner's views and the views from the public roadways which serve the Subdivision. Approval for the installation of satellite dishes must be obtained by the Architectural Control Committee prior to any installation.

No Lot shall be used or maintained as a dumping ground or storage area for demolished construction material, rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair and/or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning or grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in cleaned and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises. No parking of any vehicles or storage of personal items is allowed on the landscaped areas of the Lots. The landscaped area of a Lot is defined as the remainder of the Lot area not encumbered by a dwelling and garage footprint, driveways, or other specific hardscaped areas which require approval from the Architectural Control Committee.

FURTHER SUBDIVISION RESTRICTION. No Lot may be further divided into smaller Lots except by Declarant.

ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the Subdivision is constituted. This Committee is composed of William J. Edwards, John M. Edwards, and Ronald F. Battke, or their successors as provided for herein. All notices to the Committee required herein shall be delivered or sent in **written hardcopy** form to 506 Shoshoni Street, Cheyenne, Wyoming 82009. All Committee actions or decisions shall be by majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. None of the members of the Committee nor its designated representative shall be entitled to compensation of any kind for services performed as a member of the Committee.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to the Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any

governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant.

PRIOR COMMITTEE APPROVAL REQUIRED. No improvements shall be constructed or erected upon any Lot within the Subdivision until the Architectural Control Committee, hereinafter referred to as Committee, has approved the plans and specifications that meet the minimum requirements set forth below and submitted to it by the Lot Owner in the form and manner set forth herein. The Committee shall have sole interpretation of definitions as presented herein as applicable to lot improvements only and sole discretion regarding approval of lot improvements. All submissions to the Committee must include two (2) sets of illustrated plans and written specifications to include at a minimum:

- a. A Site Plan showing the location of the structure(s) to be constructed on the Lot, the location and size of all driveways, sidewalks, paths, and the drainage across such Lot, easements and/or any other encumbrance specific to the Lot, and any other improvements which are known to the applicant at the time of the submission;
- b. The Floor Plan(s) of the structure(s) illustrated to scale with square footage indicated;
- c. Structure Elevation Drawing(s) illustrated to scale of the front, side(s) and rear elevations of all structure(s); and
- d. A description on the drawings or on a separate specification sheet of the type and color samples of all exterior finishes including but not limited to doors, windows, wall treatments, trim, gutter and downspouts, and roofing material;
- e. Landscape Plan (which may be shown on the Site Plan) showing all planned turf, trees, shrubs, other landscaping elements, fencing, and irrigation.

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described; conformance with this Declaration, and the harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of the specific basis for disapproval and the manner in which the applicant may suggest amendments to such plan to secure approval. One set of plans, specification and any other documents and materials submitted for approval shall remain in the possession of the Committee and one set marked "approved for construction" along with an approval letter shall be returned to the applicant.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, or any Lot Owner to enjoin the construction of any structure which does not comply with any other provision of this Declaration.

In the event that any construction is commenced upon any Lot within the Subdivision without having first secured Committee approval, the Committee and/or any Owner of a Lot within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs and construction costs of such Grantees thereof to all subsequent Grantees shall set forth on the face of each such document, that said Lots being conveyed are subject to the terms and conditions of this Declaration, with specific reference to the Book and page numbers as recorded with the Albany County Clerk.

The Committee may grant variances from the provisions of these Protective Covenants which have authority over building and improvement approval(s) due to extraordinary or exceptional situations or conditions, at the Committee's sole discretion, provided that such relief does not impair the intent or purpose of these Covenants. The Committee may waive such provision of these Covenants if necessary to effectuate the objectives of these Covenants.

All construction shall be new and must comply with all applicable building codes, rules, regulations, and requirements, all applicable zoning laws, Turner Tract Overlay Zoning District Ordinance, and the minimum building standard as set forth in this Declaration. No structure may be moved into the Subdivision from any location outside the Subdivision except pre-assembled, new construction and components which meets all of the requirements of these Covenants and all other codes and standards referenced herein.

During construction, it shall be the Lot Owner's responsibility to insure that all construction related trash, waste, materials and debris are contained on the lot where the improvements are being constructed and the same construction site is kept clean. All building materials must be secured and protected. The Lot Owner bears the responsibility to insure that all trash, debris or material of any kind be adequately contained within their Lot and not be allowed to litter other Lots, the Subdivision's public road right-of-ways or other properties.

SITE GRADES: Site surface drainage shall be addressed during the design and construction of each dwelling to prevent water from infiltrating subgrade soils near all structural foundations, paved areas, and concrete flatwork. The overall subdivision site surface drainage shall not be altered from engineered grades created during the construction of the subdivision which could cause drainage to encroach upon adjacent lot

structures. Site surface drainage shall maintain positive flow to drainage collection point. A minimum 2% positive slope away from any proposed structure for the first ten to fifteen feet is recommended with the exception of narrower side yards where 2% minimum positive slope (or as required by City of Laramie code) away from the structure to the lot line will be maintained. Paved areas and concrete flatwork shall have finished grades that provide proper discharge of water away from structures

TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular home, basement, tent, shack, barracks, garage, barn or other outbuildings shall be used on any Lot as a family dwelling, either temporarily or permanently. This covenant shall not restrict a home builder from maintaining a temporary job site office and/or tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures when the same have been on the premises an unreasonable length of time. The expected use for a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction approval from the Architectural Control Committee. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than twelve (12) months after the date on which construction is started, unless the Architectural Control Committee grants a time extension. No mobile home shall be used as a construction related work shed or converted to a permanent dwelling on any site.

MINIMUM SIZE. All floor plans for twin home and single family detached principal dwelling constructed upon any of the Lots of the Subdivision shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements or attached garage of one thousand (1000) square feet. Multi-family dwellings are excluded from minimum unit or condominium size restrictions.

CONSTRUCTION REQUIREMENTS. It is the intent of this Declaration that all construction improvements within Grand View Heights Subdivision be new construction. All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee.

All dwellings and improvements shall be constructed to meet the minimum requirements of this Declaration and each of the following codes and regulations and all other codes as adopted and in effect in the City of Laramie, Wyoming at the time of construction:

- a. International Building Code;
- b. International Residential Code;
- c. International Plumbing Code;
- d. International Fuel Gas Code;
- e. International Mechanical Code;
- f. National Electrical Code;
- g. Other City of Laramie Codes, Standards, and Ordinances

Once construction begins on any residence, such construction shall be completed within one (1) year following the date on which construction commenced. The construction of all other improvements must be completed within the time period established by the Architectural Control Committee in its approval of such improvement.

ARCHITECTURAL DESIGN GUIDELINES. There is no mandatory “style” of architecture for dwellings or structures planned within the Subdivision. The only constant is high quality and harmony within the Subdivision, general landscape, and surrounding Subdivision Lot Owner’s dwellings. Architectural design must additionally adhere to the design guidelines set forth in the Turner Tract Overlay Zoning District.

The Architectural Control Committee has complete authority and sole discretion to approve or disapprove plans and specifications submitted based on but not limited to the following criteria. The style and colors of all dwellings and structures, including roofs and chimneys, all shall harmonize with the natural surroundings, and must be designed to coordinate with the dwelling on the Lot. Garish, loud, or bright colors are not allowed. Approvals and/or possible exceptions granted by the Architectural Control Committee to various individual Lot Owner’s for improvement applications does not exempt or redefine to any extent the architectural guidelines set forth herein.

Colors for exterior finish materials shall generally be subdued to blend with the natural landscape. Earth toned colors are recommended, although accent colors used judiciously and with restraint may be permitted. Colors shall be harmonious and compatible with colors of other residences on the Subdivision. Exposed unfinished concrete and concrete blocks, unnatural brick tones, and silver finish aluminum doors and windows shall not be acceptable unless approved by the Architectural Control Committee. No corrugated-type metal buildings will be allowed. Any masonry must be earth toned colored unless otherwise approved, in writing, by the Architectural Control Committee. No foundations built of wood are allowed.

Dwellings with an unfinished appearance or rugged used wood cabin finish look or design shall not be permitted. Log homes are permissible. A-frame type structures, dwellings on stilts and structures of a circular design will not be permitted except in very unusual circumstances and with permission of the Architectural Control Committee.

No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of two chimney(s) and one or more heat vent stack(s), without permission of the Architectural Control Committee. The color of the vent stacks must match the roof color or a dark color to be less noticeable.

Roofing may be shake, tile or good-quality asphalt or fiberglass laminated shingles, or as specifically allowed by the Committee. No rolled roofing (exposed to view) or T-lock style shingle is allowed.

All twin home and single family detached dwellings within the Subdivision shall have no less than a single car garage and no more than one auxiliary building.

AUXILIARY BUILDINGS. One personal storage shed detached from the primary dwelling may be allowed with the specific approval of the Architectural Control Committee and whose location must be indicated on a submitted site plan. The same style, building materials, color and design as the principal dwelling will be a minimum requirement for approval of a personal storage shed with no pre-built metal personal storage sheds allowed. One personal storage shed no greater than 80 sq. ft. of floor space is allowed.

One detached garage or similar sized auxiliary outbuilding, which may not be used solely for the purposes of storage, may be allowed on single family detached dwelling Lots (not allowed on twin home Lots) and shall meet the following minimum design and construction standards:

1. The maximum size of any detached outbuilding structure shall be 720 sq. ft., have a maximum eave height of 10 feet and main roof peak height of 17.5 feet;
2. Construction shall meet the same standards applicable to the primary residence set forth herein;
3. The construction materials of such detached garage or outbuilding structure shall be the same quality, color and style as the primary residence.
4. All structures on a Lot shall appear to constitute an integrated unit and shall be subject to the approval of the Architectural Control Committee.
5. Construction of any detached garage or outbuilding structure may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

CITY WATER SYSTEM. All Lots shall be served by the water system of the City of Laramie. No water wells of any sort shall be permitted as long as water service is furnished by the City of Laramie or its successor, with the exception of wells owned and operated by the City of Laramie used for the purpose of irrigating parks and open spaces.

COMMERCIAL ENTERPRISES/HOME OCCUPATIONS. No commercial business activity other than home occupations as allowed by any and all Municipal Codes and Ordinances may be conducted upon any Lot with the Subdivision. Home occupations shall be pre-approved by the Architectural Control Committee.

SEWAGE. Each Lot shall be connected to the public sewer system. No sewage, waste, waste water, trash, garbage or debris shall be emptied or discharged in any drainage way adjacent to the property. All toilet facilities must be a part of the residence or detached garage or structure and shall be of a modern flush type and connected to a proper sewer system, except for temporary, self-contained toilet facilities utilized during construction. Temporary toilets used during construction which are professionally serviced on a regular basis are allowed during the construction period.

EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in this Subdivision for the purpose(s) so designated on the plat. Within these easements, no structure, planting or other material(s) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements. The easement areas of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Fencing across easements is allowed as described below.

FENCING. All fencing shall require and be subject to approval of the Committee. In no case shall fencing be allowed taller than six (6') feet in back yard uses and four (4') feet in the front yard landscape accent areas. Backyard perimeter or property lot line fences shall be vinyl, cedar, or screened chain link for all lots described in the 4th Filing Lot description (paragraph 2 of Page 1) **excepting those lots which have a back lot property line which abuts to and is adjacent with Lot 9 Block 10 (which is the east property line of those lots along Vista Drive), also known as the Drainage Way/Trail/Open Space and those lots which have a back lot or side lot property line which abuts to and is adjacent with Tract A Block 12 or Tract B Block 10 (which is the south property line of those lots along Bill Nye Avenue). These adjacent lots are required to install six (6') foot tall, white color, vinyl fence of the same style (vertical shadow box) for the lot line fence which is adjacent to the Drainage Way/Trail/Open Space, Tract A Block 12 or Tract B Block 10. The lots which require six (6') foot tall white vinyl fence line adjacent to the Drainage Way/Trail/Open Space, Tract A Block 12 or Tract B Block 10 are specifically described as Lots 14-24 Block 10, Lots 5-8 and 15-16 Block 12, inclusive.**

Excepting those lots described herein which require vinyl lot line fencing, backyard fencing materials other than the three types described above must be applied for through the committee as a variance and specifically approved as such.

All fencing installed in Grand View Heights must be maintained in good and usable condition, and in the same manner and level of care that the fence does not become a detriment in appearance to adjacent neighbors or subdivision.

Any fence placed across a recorded drainage easement shall have the bottom of the fence kept a minimum of six inches above the flow line of the drainage easement, or have separation of pickets in order to allow unrestricted flow of surface drainage.

GARBAGE/REFUSE DISPOSAL. No Lot or open space area shall be used or maintained as a dumping ground for grass and landscape clippings, rubbish, trash and garbage. Garbage and all waste shall be kept in sanitary containers and screened from public view and disposed of properly.

LANDSCAPING. It is the intent of these Covenants that landscaping be installed to enhance each Lot, the Subdivision as a whole, to maintain drainage and erosion control, and to achieve a harmonious and integrated appearance of each Lot with adjoining Lots, and the Subdivision.

All surface areas within the boundaries of each residential lot not otherwise occupied by structures, driveways and walks shall be landscaped pursuant to the requirements this LANDSCAPING provisions of this Declaration.

The first Lot Owner within the Subdivision who begins improvements on any given Lot shall be responsible for the installation and maintenance of landscaping upon such Lot in at least the minimum amounts set forth herein. Subsequent Owner's of the same Lot shall also be responsible for maintaining the minimum landscape standard established herein. Installation of all front and side yard landscaping shall be completed within two (2) months after completion of construction of the primary residence (evidenced by the date of the Certificate of Occupancy (C of O)) during the growing season, or by July 1, if closing occurs after October 1 of the previous year.

Backyard areas, the area to the rear of the primary residence and screened from public view by a solid fence, shall have backyard landscape improvements installed within six (6) months after the date of the Certificate of Occupancy (C of O) issued by the City of Laramie, and during the growing season, or by August 1 if the Certificate of Occupancy (C of O) is issued after October 1 of the previous year. If a backyard area is not screened from public view by a solid fence, the backyard landscaping shall meet the requirements for front and side yard landscape improvements, described in the previous paragraph.

No buildings, landscaping, fencing or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist through the Subdivision as a whole.

No TOTAL xeriscape landscaping, desert landscaping, gravel, etc., will be permitted on any Lot within the subdivision. Xeriscape aspects may be included in the landscape plan, as long as there are grassed areas totaling 40% of the front yard and 40% of the rear yards.

Landscaping and other improvements in general shall not be allowed in locations on Lots where their presence may interfere with necessary safe visual distance requirements at road intersections or driveways.

In the front yard, each Lot Owner shall plant and maintain no less than two (2) six (6') foot or taller trees of such varieties which are proven to survive and thrive in the Laramie, Wyoming climate. These trees need to be planted within two (2) months of certificate of occupancy date. Nothing herein shall be construed to prohibit an Owner from planting any reasonable number of trees less than the minimum height requirements in addition to the required two (2) trees. No unsightly shelter or wind protection for trees,

such as used tires, shall be permitted. Any trees which die shall be replaced with tree(s) of a height at least equal to the size of that required when originally planted during the following growing season.

MANDATORY REPAIRS. In the event of damage or destruction of any or all properties and improvements covered by these Covenants, the damaged property shall be promptly repaired or reconstructed at the present Owner's cost. Repairs and reconstruction shall be completed in such a way as to not change the outward appearance of the building or grounds.

MINERALS. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

NUISANCES. No obnoxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance or threat to the Subdivision.

PETS AND ANIMALS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes, such as breeding and/or sales. Pets must be under the control of the Owner at all times and are not allowed to run free off the Owner's Lot. No livestock or fowl of any kind shall be permitted on any Lot. Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of three (3) domestic pets will be allowed to reside at each Lot. All Lot Owner's shall insure that any and all pets kept by such Owner shall not be a nuisance to any other Lot Owner or resident. Pet kennels or dog runs may be permitted by the Architectural Control Committee through application, but all such structures shall be properly screened from the view of other Lot Owner's and/or public roads which serve the Subdivision.

It is each individual Lot Owner's full and complete responsibility for the proper care of any pet(s), specifically with regard to the proper disposal of excrement and to control pet noise. No pets are allowed to defecate on, interfere with, or diminish or violate any Lot Owners' right to peace, health, safety and general welfare.

RENOVATIONS. No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Lot shall be performed without receiving Architectural Control Committee approval.

SET-BACKS. No building shall be located on any Lot, from any Lot line or road right-of-way, nearer than allowed by zoning and Laramie Municipal Code.

SIGNS. No signage is allowed on Owner's Lots within the Subdivision except for signs advertising the initial offering of the Subdivision and its permanent

identification, signage or landmarks installed by the Grantor which identify the Subdivision. No sign of not more than six (6) square feet advertising the property for sale or rent, except signs of no more than thirty-two (32) square feet used by a builder to advertise the property during the construction period are allowed. Upon completion of construction, any such large construction sign shall be removed.

UTILITIES. All utility lateral and/or service extensions from the main line to the home and/or improvements shall be underground.

VEHICLES. No vehicles, except private passenger automobiles, light-duty trucks, vans, and motorized recreational-type vehicles 22 feet and less in length shall be parked or stored on any Lot or roadway of the Subdivision except as provided below. No parking of motorized vehicles shall be permitted on any designated trail and/or open spaces, with the exception of city owned maintenance equipment.

Parking of trailers, campers, boats, recreational vehicles, recreational equipment and otherwise large vehicles shall be limited to a period of 48 hours, when parked on the street in front of a residence. At no time shall a recreational vehicle(s) as described herein be parked on or in the street in front of lots owned by others without permission.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on any portion of a Lot for a period of more than 24 hours at any one time or as a repeated matter of practice.

No motorized vehicle of any type including recreational vehicles and related equipment and equipment flat bed transport trailers are allowed to be parked on any Lot except on designated driveways or specific parking location allowed either by these covenants and/or City of Laramie Ordinance.

No private driveway access from the Subdivision is allowed from Bill Nye Avenue or Vista Drive.

BINDING EFFECT: EXTENSION: AMENDMENT. This Declaration and all restrictions set forth herein run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, at any time, by an instrument signed by at least 3/4 (75%) or more of the then Owner's of the Lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Albany County, Wyoming. An Owner shall be entitled to one (1) vote for each Lot owned.

ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Owner of any Lot subject to this Declaration or the Committee, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any Covenant or Covenants. Such

judicial violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, or Owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and the Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration.

The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

SEVERABILITY. Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Country Club, LLC, a Wyoming limited liability company has signed this Declaration of Covenants on this date set forth in this acknowledgement.

DECLARANT;
Country Club, LLC

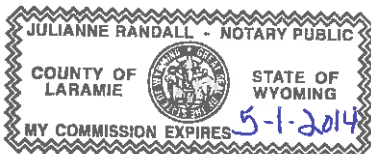
By

William J. Edwards, Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by William J Edwards this 22nd day of August, 2011.

WITNESS MY HAND AND OFFICIAL SEAL



Julianne Randall
Notary Public

My Commission Expires: 5-1-2014

**Declaration of Protective Covenants
Grand View Heights Subdivision
First Amendment and Addition of Lots**

KNOW ALL MEN BY THESE PRESENTS, that Country Club, LLC, a Wyoming Limited Liability Company, (hereinafter "Grantor" or "Declarant"), the Owner of all lands in Grand View Heights Subdivision – 5th Filing, a Subdivision developed by the undersigned and located in City of Laramie, Albany County, Wyoming, as the same is more particularly described to wit:

Lot 5, Block 12, Grand View Heights – 4th Filing, and Tracts H, I, and J, Lots 1-25 Block 1, Lots 1-14 Block 2, Lots 1-19 Block 3, Lots 1 and 10 Block 4, Lots 1 and 9 Block 5, Lots 1-8 Block 6, inclusive, Grand View Heights Subdivision – 5th Filing, City of Laramie, Albany County, Wyoming. Not described above but which are part of the subdivision are public streets and trail buffers, which are dedicated to the public;

did execute on August 22, 2011 and then cause to be recorded on September 2, 2011, that certain "Declaration of Protective Covenants of Grand View Heights Subdivision" as recorded on September 2, 2011 (#2011-4583) in the records of the ex officio recorder and County Clerk of Albany County, Wyoming (hereinafter "Declaration of Protective Covenants"). Declarant hereby binds the foregoing Lots to the Declaration of Protective Covenants and this Amendment.

Pursuant to the power reserved to Country Club, LLC to amend the protective covenants as long as the original intent and protection provided in the original covenants is not diminished, Country Club, LLC does hereby declare covenant, agree, and make the following Amendment to the Declaration of Protective Covenants as to the limitations and restrictions of use to which the Lots which are within Grand View Heights Subdivision ("the Subdivision") may be put:

The Declaration of Protective Covenants provision, entitled "LANDSCAPING" (at page 10 through 11 of 13 as recorded) is hereby amended as follows:

Page 10 of 13, second paragraph reads "...walks shall be landscaped pursuant to the requirements this LANDSCAPING provisions of this Declaration" shall now read "...walks shall be landscaped pursuant to the requirements of the LANDSCAPING provisions of this Declaration."

Page 10 of 13, eighth paragraph reads "In the front year," shall now read "In the front yard,"

The provision entitled "LANDSCAPING" is further amended by including the following additional language as the fourth paragraph on page 10:

"4 inches of approved top soil shall be applied to all of the yards and xeriscaped areas prior to any landscaping."

Paragraph 3 on page 10 of 13 is hereby amended to compliment Laramie, Wyoming Code of Ordinances 15.14.050.E so far as installation and maintenance of front landscaping shall be completed by the first Lot Owner prior to issuance of a Certificate of Occupancy. Side landscaping shall be completed at the same time as the front landscaping.

Paragraph 4 on page 10 of 13 is hereby amended, changing the six (6) month deadline for completion of backyard landscaping to two (2) months following Certificate of Occupancy, so that the first sentence shall be replaced in its entirety and shall now read:

"Backyard areas, the area to the rear of the primary residence and screened from public view by a solid fence, shall have backyard landscape improvements installed within two (2) months after the date of the Certificate of Occupancy issued by the City of Laramie. If the Certificate of Occupancy is issued after October 1 of any given year, the backyard area may be landscaped during the following growing season but shall be completed by July 1."

The second full sentence of the first paragraph on page 6 of 13 shall hereby amended to reflect the current design standards of 5% slope for the first 10 feet away from the proposed structure. As such, the second full sentence of the first paragraph on page 6 of 13 shall be replaced in its entirety and now shall read:

"A minimum of 5% positive slope away from any proposed structure for the first ten feet (10') is recommended with the exception of narrower side yards where 2% minimum positive slope (or as required by City of Laramie code) away from the structure to the lot line will be maintained."

Paragraph 2 on page 9 of 13 entitled, "FENCING" is hereby amended to incorporate the fencing covenant around the fourth filing open space with the addition of lots. The following shall be added to then end of Paragraph 2 on page 9 of 13:

"Lots bordering Open Space, including but not limited to all Lots in Block 1, Grandview Heights Fourth Filing, shall have six foot (6') high white vinyl fencing on the property lines that border Open Space."

The second full paragraph on page 12 of 13 entitled "Vehicles" is hereby amended to include the following language:

"All vehicles shall only be driven on designated roadways."

3/17/2015 3:15 PM

#2015-1140 3 OF 3

IN WITNESS WHEREOF, Country Club, LLC, a Wyoming limited liability company has signed this Amendment and Addition of Lots to the Declaration of Covenants on this date set forth in this acknowledgement.

DECLARANT/GRANTOR;
Country Club, LLC

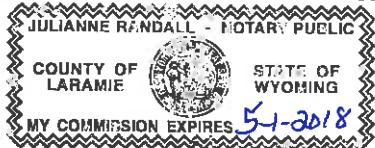
By: _____

William J. Edwards

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

This instrument was acknowledged before me on the 24th day of February, 2015 by William J. Edwards, as Manager of Country Club, LLC, and known to me to be a manager of the limited liability company that executed the First Amendment and Addition of Lots and acknowledged the First Amendment and Addition of Lots to be the free and voluntary act and deed of the limited liability company, by authority of statute or its Operating Agreement, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this First Amendment and Addition of Lots and in fact executed the First Amendment and Addition of Lots on behalf of the limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL



Julianne Randall

Notary Public

My Commission Expires: 5-1-2018

**Declaration of Protective Covenants
Grand View Heights Subdivision
Third Amendment and Addition of Lots**

KNOW ALL MEN BY THESE PRESENTS, that Country Club, LLC, a Wyoming Limited Liability Company, (hereinafter "Grantor" or "Declarant"), the Owner and Declarant of all lands in Grand View Heights Subdivision – 6th Filing, a Subdivision developed by the undersigned and located in City of Laramie, Albany County, Wyoming, as the same is more particularly described to wit:

Lots 26-61 Block 1, Lots 2-9 Block 4, Lots 1-16 Block 5, Lots 9-19 Block 6, Grand View Heights – 6th Filing, City of Laramie, Albany County, Wyoming. Not described above but which are part of the subdivision are public streets and trail buffers, which are dedicated to the public;

The Declarant did execute on August 22, 2011 and then cause to be recorded on September 2, 2011, that certain "Declaration of Protective Covenants of Grand View Heights Subdivision" as recorded on September 2, 2011 (#2011-4583) in the records of the ex officio recorder and County Clerk of Albany County, Wyoming (hereinafter "Declaration of Protective Covenants").

And that Declarant did execute on March 16, 2015 and then cause to be recorded on March 17, 2015 that certain "Declaration of Protective Covenants: Grand View Heights Subdivision – First Amendment and Addition of Lots" as recorded on March 17, 2015 at (#2015-1140) in records of the ex officio recorder and County Clerk of Albany County, Wyoming (hereinafter "First Amendment").

And that Declarant did execute on September 8th, 2017 and then cause to be recorded on September 8th, 2017 that certain "Declaration of Protective Covenants: Grand View Heights Subdivision – Second Amendment and Addition of Lots" as recorded on September 8th, 2017 at (#2017-4840) in records of the ex officio recorder and County Clerk of Albany County, Wyoming (hereinafter "Second Amendment").

Pursuant to the power reserved to Country Club, LLC to amend the protective covenants as long as the original intent and protection provided in the original covenants is not diminished, Country Club, LLC does hereby declare covenant, agree, and make the following Third Amendment to the Declaration of Protective Covenants as to the limitations and restrictions of use to which the Lots which are within Grand View Heights Subdivision ("the Subdivision") may be put:

- A. The following lots being owned by Country Club, LLC, a Wyoming Limited Liability Company, are hereby added to the Declaration of Protective Covenants, as amended and are hereby incorporated by reference:

Lots 26-6 1 Block 1, Lots 2-9 Block 4, Lots 1-16 Block 5, Lots 9-19 Block 6 - Grand View Heights 6th Filing (71 Lots)

- B. The Declaration of Protective Covenants provision, entitled "FENCING" (at page 9 of 13 as recorded) is hereby amended as follows:

"Lots 31-45, inclusive, Block 1, Grand View Heights – 6th Filing shall require back lot property line fencing (abutting the North boundary line of the Bill Nye Avenue right of way) that shall be six foot (6') tall, white color, vinyl fence of the same style."

The provision entitled "FENCING" is further amended by including the following:

"Any and all fencing for Lots 9-19, inclusive, Block 6, Grand View Heights 6th Filing shall only be white color, vinyl fencing. Property line fencing that abuts open space (although not required), if installed, must be either split rail style or vertical style fencing no taller than six foot (6') in height."

- C. The Declaration of Protective Covenants at page 7 – 8 (page 7 and 8 of 13 as recorded) entitled "ARCHITECTURAL DESIGN GUIDELINES," is amended by including the following language:

"Decorative rock or brick placed on the front elevation/facade of the homes is required to be continued/wrapped around the front corners to the sides of all homes by a minimum of 2'. When looking at either side of each home, the decorative rock or brick placed on the front elevation/facade must be continued at the its same height & in a uniform fashion around the front corners to the sides, and the sides must show a minimum of 2' in width of decorative rock on their front corners."

The provision entitled "ARCHITECTURAL DESIGN GUIDELINES" is further amended by including the following:

"All homes on Lots that are over 5,500 total square feet must have minimum of 50% decorative stone or brick material placed on the front or street facing facades. For Lots of any size, any homes on corner Lots must have at least 30% decorative stone or brick material on the side of the dwelling which faces the street. If the home has a side yard privacy fence on a corner lot, the side of the dwelling which faces the street must have at least 30% decorative stone or brick material installed starting at the front corner of the home until it reaches the privacy fence line/gate. Homes that meet this criteria are not required to continue the 30% rock/brick placement inside the privacy fence in either the front or backyards. Vinyl siding is not permitted unless otherwise approved by the

Architectural Control Committee. There requirements are designed to ensure quality aesthetics throughout the neighborhood. Reasonable variances may be granted by the Architectural Control Committee at their sole desertion."

- D. The Declaration of Protective Covenants at page 3 – 4 (page 3 and 4 of 13 as recorded) entitled "ARCHITECTURAL CONTROL COMMITTEE," is amended by including the following language:

"Ronald F. Battke is no longer a member of the Grand View Heights Architectural Control Committee. This committee is now composed of John M. Edwards, William J. Edwards, and Julianne Randall, or their successors as provided for herein."

Except as specifically amended in this Third Amendment, the Declaration of Protective Covenants, and the First and Second Amendments remain in full force and effect.

IN WITNESS WHEREOF, Country Club, LLC, a Wyoming limited liability company has signed this Second Amendment to the Declaration of Covenants on this date set forth in this acknowledgement.

DECLARANT/GRANTOR;
Country Club, LLC


By


John M. Edwards, Manager

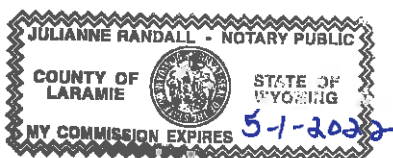
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

This instrument was acknowledged before me on the 20th day of May, 2021 by John M. Edwards, as Manager of Country Club, LLC and that he executed this instrument and acknowledged this instrument to be the free and voluntary act and deed of Country Club, LLC for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this instrument and in fact executed the instrument on behalf of Country Club, LLC.

WITNESS MY HAND AND OFFICIAL SEAL


Notary Public

My Commission Expires: 5-1-2022



**Declaration of Protective Covenants
Grand View Heights Subdivision
Second Amendment and Addition of Lots**

KNOW ALL MEN BY THESE PRESENTS, that Country Club, LLC, a Wyoming Limited Liability Company, (hereinafter "Grantor" or "Declarant"), the Owner and Declarant of all lands in Grand View Heights Subdivision – 7th Filing, a Subdivision developed by the undersigned and located in City of Laramie, Albany County, Wyoming, as the same is more particularly described to wit:

Lots 1-22 Block 1, and Tract E Grand View Heights – 7th Filing, City of Laramie, Albany County, Wyoming. Not described above but which are part of the subdivision are public streets and trail buffers, which are dedicated to the public;

The Declarant did execute on August 22, 2011 and then cause to be recorded on September 2, 2011, that certain "Declaration of Protective Covenants of Grand View Heights Subdivision" as recorded on September 2, 2011 (#2011-4583) in the records of the ex officio recorder and County Clerk of Albany County, Wyoming (hereinafter "Declaration of Protective Covenants").

And that Declarant did execute on March 16, 2015 and then cause to be recorded on March 17, 2015 that certain "Declaration of Protective Covenants: Grand View Heights Subdivision – First Amendment and Addition of Lots" as recorded on March 17, 2015 at (#2015-1140) in records of the ex officio recorder and County Clerk of Albany County, Wyoming (hereinafter "Amendment").

Pursuant to the power reserved to Country Club, LLC to amend the protective covenants as long as the original intent and protection provided in the original covenants is not diminished, Country Club, LLC does hereby declare covenant, agree, and make the following Second Amendment to the Declaration of Protective Covenants as to the limitations and restrictions of use to which the Lots which are within Grand View Heights Subdivision ("the Subdivision") may be put:

- A. The following lots being owned by Country Club, LLC, a Wyoming Limited Liability Company, are hereby added to the Declaration of Protective Covenants, as amended and are hereby incorporated by reference:

Lots 1-22, Block 1, Grand View Heights 7th Filing (22 Lots)
Tract E, Grand View Heights 7th Filing (1 Lot)

- B. The Declaration of Protective Covenants provision, entitled "FENCING" (at page 9 of 13 as recorded) is hereby amended as follows:

"Lots 1-12, inclusive, Block 1, Grand View Heights – 7th Filing shall require back lot property line fencing (abutting the south boundary line of the Bill Nye Avenue right of way) that shall be six foot (6') tall, white color, vinyl fence of the same style."

The provision entitled "FENCING" is further amended by including the following:

"Any and all fencing for Lots 1-22, inclusive, Grand View Heights 7th Filing shall only be white color, vinyl fencing. Property line fencing that abuts open space (although not required), if installed, must be either split rail style or vertical style fencing no taller than six foot (6') in height."

- C. The Declaration of Protective Covenants provision, entitled "VEHICLES" (at page 12 of 13 as recorded) is hereby amended so that the entire fourth paragraph of that provision shall be replaced with the following language:

"Except for ordinary passenger vehicles, no motorized vehicle, or trailer of any type, including recreational vehicles, related equipment, and flatbed transport trailers are allowed to be parked on any Lot or street."

Except as specifically amended in this Second Amendment, the Declaration of Protective Covenants and Amendment, remains in full force and effect.

IN WITNESS WHEREOF, Country Club, LLC, a Wyoming limited liability company has signed this Second Amendment to the Declaration of Covenants on this date set forth in this acknowledgement.

DECLARANT/GRANTOR;
Country Club, LLC

By

William J. Edwards, Manager

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

This instrument was acknowledged before me on the 8th day of September, 2017 by William J. Edwards, as Manager of Country Club, LLC and that he executed this instrument and acknowledged this instrument to be the free and voluntary act and deed of Country Club, LLC for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this instrument and in fact executed the instrument on behalf of Country Club, LLC.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public

My Commission Expires: 5-1-2018

