497975 AMENDED CONVENANTS
BOOK 460 PAGE 0199
RECORDED 01/21/2005 AT 09:45 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR MOUNTAIN VIEW ESTATES PLANNED UNIT DEVELOPMENT

AND

MOUNTAIN VIEW ESTATES PUD ADDITION

"A Mobile Home Community"

This Declaration made this 20th day of JANUARY, 2005 ~~2004~~, by Marcus York and Diana York, of Sheridan County, Wyoming, hereinafter "Declarants."

RECITALS

1. Declarants are the owners of certain real property located in the City of Sheridan, Sheridan County, Wyoming, known as **Mountain View Estates Planned Unit Development ("Mountain View Estates PUD")**, and **Mountain View Estates Planned Unit Development Addition ("Mountain View Estates PUD Addition")**. The legal description and plat of said property is shown on attached Exhibit "A". The official plat of said property is available in the records of the Sheridan County Clerk and Recorder, Sheridan County, Wyoming.

2. Declarants intend to sell all of the land as Improved Residential Lots allowing for the placement of Mobile Homes upon said lots, subject to the following easements, provisions, reservations, restrictions and covenants (hereinafter

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enhancing and protecting the value, attractiveness and desirability of the property and lots therein, constituting the development.

3. The covenants are imposed pursuant to a general plan for the development, shall be appurtenant to and pass with the property, and each and every parcel of land therein, and shall apply to and bind the owners, and their successors in interest.

4. The covenants are imposed upon Lots 29 through 84, and all of the lands and improvements comprising the Mountain View Estates PUD and Mountain View Estates PUD Addition to the City of Sheridan, Sheridan County, Wyoming, as an obligation or charge against the same for the benefit of each and every residential lot therein contained, and the owner or owners thereof. Each and every owner of land in this Development shall have the right to enforce these covenants.

5. This Amended and Restated Declaration of Protective Covenants was approved by lawful act of the Declarants, and hereby replaces the Mountain View Estates Planned Unit Development Declaration of Protective Covenants dated September 6, 1996, and recorded October 22, 1996 in Book 382, Page 527 of the records of the Sheridan County Clerk and Recorder.

ARTICLE I

Definitions

(A) Declarant. Declarant means Marcus York and Diana York, and their heirs, successors and assigns, acting for themselves and as the Architectural Committee.

(B) Real Property. Real Property shall mean all the real property known and contained within the Mountain View Estates PUD and Mountain View Estates PUD Addition, described in Exhibit A appended hereto and made a part hereof, located in the City of Sheridan, Sheridan County, Wyoming.

(C) Plat. The Plat means the plat for Mountain View Estates PUD and Mountain View Estates PUD Addition as filed in the records of the office of the County Clerk and Recorder of Sheridan County, Wyoming.

(D) Residence and Residential. Residence and Residential shall pertain to single-family dwellings.

(E) Common Elements. Common Elements are the areas so designated on the plat, together with improvements thereon and any other improvements within the Development commonly owned by the Homeowners Association.

(F) Architectural Committee. The Architectural Committee shall consist of Declarants (or their successors and assigns) until such time as more than sixty (60) of the lots in the Development have been sold, at which time a majority of the owners of the lots in the Development shall select the members of the Architectural Committee. Until such time as an Architectural Committee has actually been formed by a majority of the owners, Declarants shall continue to act as the Architectural Committee. The Architectural Committee shall exercise all discretionary control over design, construction, maintenance and all other matters as set forth more particularly in these Covenants. In addition, the Architectural Committee shall act as a "Homeowners Association" and shall determine the nature and extent of use, operation, development, maintenance and repairs for common areas, streets, roads and improvements within the Development, as long as they are consistent with City and State Codes.

(G) Development. Development refers to Mountain View Estates Planned Unit Development and Mountain View Estates PUD Addition.

ARTICLE II

Use and Other Restrictions

(A) Persons Bound By These Restrictions. All persons, corporations, cooperatives, companies, and organizations who now own, or who shall hereafter acquire, any interest in or to the above-described lots in the Development shall be taken and held to

agree and covenant with the owners of said lots with their heirs, successors and assigns to conform to the covenants, restrictions and stipulations as to the use thereof and as to the construction of residence and improvements thereon as provided herein.

(B) No lot within the Development shall be used, except for residential purposes, and no buildings shall be erected, altered, placed or permitted to remain on any lot or lots other than for residential purposes. This shall not be construed to prevent construction of garages.

(C) Each building on a lot shall have minimum setback distances measured from the lot line to the nearest wall of such structure, as provided by the Development site plan. Setbacks are shown on Exhibit C, appended hereto and made a part hereof by reference.

(D) No building, fence, wall or other structure shall be erected, placed, or altered, nor shall there be any substantial change to the landscape on any site, until the plans and specifications for such construction, or alteration shall have first been approved by the Architectural Committee as hereinafter defined.

(E) No residence or other building or structure may be constructed except within an approved building area.

(F) No lot within the Development shall be subdivided or split, without approval from the declarants or the Architectural Committee, provided that nothing herein shall be read to prevent a purchaser from buying one or more lots upon which he may build.

(G) No structure of a temporary character, a trailer, basements, tent, garage, barn or other building shall be built or moved onto any lot at any time and used as a residence or other building, either temporarily or permanently, with the exceptions of temporary structures for construction purposes. Car ports constructed of plastic, canvas, or other non-permanent materials are not allowed. Portable, metallic care ports are allowed provided they match the color and appearance of the existing structure. No building materials shall be stored on any lot for a period longer than ninety (90) days unless substantial construction of a residence is actually in progress; EXCEPT for limited maintenance purposes, to be stacked in a neat, organized manner not to be a nuisance to neighboring lot owners.

(H) Construction shall be of good quality and appearance and the exterior design shall harmonize with the existing structures in the Development. Garages and sheds shall be of same color scheme as houses. Mobile or modular homes of at least 840

square feet may be placed on a lot or lots provided that the home is placed and approved by the Architectural Committee.

(I) Minimum specifications for mobile homes to be placed on lots shall be:

(i) Pitched roofs with asphalt shingles or colored metal roofing being of one continuous piece from the pitch to the eave, as approved by the Architectural Committee.

(ii) Vinyl or masonite siding;

(iii) No more than five (5) years old on the date said mobile home is placed on the lot;

(iv) Completely set and skirted within thirty (30) days of placement on the lot.

Any deviation or variance from the above must be approved by the Architectural Committee.

(J) No gasoline, or other type of fuel may be stored in tanks or containers located above or on the surface of the grounds, with the exception of propane bottles required for outdoor barbecues.

(K) No privately-owned lot or building thereon within the Development shall be used for the purpose of any trade or any commercial, professional or manufacturing business of any kind or description including daycare, EXCEPT as allowed with the following restrictions: small personal or service business shall be allowed in the home if there is no outward appearance of the business to the home or garage, signs for such businesses are limited to one (1) square foot in area, and no employees outside the immediate family are employed.

(L) No portion of the Development shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in approved sanitary containers which are to be housed within enclosures or recessed in the ground. The burning of garbage or trash in incinerators is prohibited. All containers shall be secure against spillage.

(M) No noxious or offensive activities, which includes but is not limited to building, modifying, or maintaining race cars, ATV's, snowmobiles or any other motorized vehicle, shall be carried on within the Development or upon any lot at any time, nor

shall anything be done which may constitute an annoyance or nuisance to any other owner within the Development.

(N) No birds, dogs, pets, animals or livestock of any kind shall be kept, raised or cared for on a commercial basis within the Development. No kennels, boarding or breeding facilities may be maintained on any lot. No swine, cattle, sheep, goats, or other livestock shall be kept within the Development. Any dog, cat or other pet which may be kept shall be controlled by the owner thereof so that it shall not become a public nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling or in fenced yards as specified. No more than two (2) dogs and two (2) cats may be kept as pets by any owner. Owner shall clean up feces or defecation left by pets and shall be responsible for damage caused by pets. Owner shall prevent dogs from creating a barking nuisance or other nuisance. Any pet may be required to be removed from Mountain View Estates after three documented complaints to the City of Sheridan Animal Control officer.

(O) No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any lot except approved signs displayed to identify the occupants of the dwelling or resale signs which shall not exceed four (4) square feet in the area.

(P) Only motor vehicles capable of being moved under their own power may be parked within the limits of the Development. No street or any other area shall be used for the purposes of dismantling or repairing of any vehicle, and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage.

(Q) No trailer, boat, camper, snowmobile, 4-wheeler, motorcycle, motor home, or other recreational type vehicle shall be situated or parked on any lot within the Development for more than four (4) consecutive days, nor more than twenty (20) days within any calendar year, unless such vehicles or equipment are enclosed in a garage or kept on a paved or otherwise prepared parking area located behind the front line of the residence. In addition, any of the above described items shall at all times be kept in good repair and present a neat appearance. All covers on boats, ATV's, and snowmobiles must be in good repair.

(R) All new utilities within the Development shall be underground, except during construction. The City of Sheridan and local utility companies will provide for the installation of utilities to a point available to each lot. The owner of each lot shall be responsible for hooking utilities to their home. The

cost of hook-up and City fees shall be the responsibility of each lot owner.

(S) During the period of construction of any residence or other building upon any lot of the Development, the said lot and area shall be kept as neat and orderly as possible.

(T) No weeds, underbrush or unsightly growth of plants shall be permitted to grow or remain upon any lot in the Development, and all lots shall be kept mowed and clear of any trash, debris or waste.

(U) No fence or hedge or walls of any kind shall be erected or placed upon any lot to extend in front of the front setback line. Fences that are to be erected shall be of quality materials and erected and maintained in such a manner so as not to otherwise detract from the appearance of the property. Fence construction shall comply with the specifications shown in attached Exhibit "B".

(V) Lot owner shall complete landscaping within sixty (60) days of installing mobile home, unless extended by the Architectural Committee due to adverse weather conditions. Homes, yards and landscaping shall be maintained in a manner that reflects pride in ownership and consistent with the standards of a development. Declarants or Architectural Committee, when constituted, shall have sole authority as to what meets that standard of care. If an owner is cited for violation of the standard of care, a $25 per day fine may be assessed for each day the violation continues.

(W) If a lot owner rents a lot, and the renters violate these covenants, then Declarants or the Architectural Committee shall have the right to notify the lot owner of the violation, direct that the lot owner correct the violation, or remove said renters as soon as legally possible. Lot owners shall always be responsible to the Development for any violations of covenants by lot owner's renters.

(X) Common elements shall be maintained by lot owners through the Architectural Committee.

(Y) Additional restrictions or covenants not in conflict with the covenants herein may be made by appropriate provision in any contract or deed for the sale or conveyance of a lot, and such additional restrictions shall inure to the benefit of and be binding upon the parties in the same manner as they have been expressed herein.

ARTICLE III

(A) Assessments. The owner of any lot or lots shall be obligated to pay and shall pay to the Architectural Committee regular assessments as may be levied from time to time by the Architectural Committee for maintenance and repair of the common ground, recreation facilities, street maintenance, snow removal, and other improvements and services as may be required by the Development. Regular assessments shall be levied uniformly against each lot. Special assessments may be levied from time to time as needed, to pay for extraordinary costs and expenses, including but not limited to costs associated with legal action needed to enforce these covenants. Special assessments may be levied and allocated on the basis of individual lots or owners of multiple lots, as determined by majority vote of lots in the Development. The amount of any assessments shall be determined by a vote of a majority of the lots in the Development.

(B) The Architectural Committee shall have the power and authority to determine all matters in connection with assessments, including assessments and allocations of costs for maintenance of all common areas, streets and roads, and including the power and authority to determine where, when and how assessments shall be paid to the Committee consistent with this Amended Declaration, and each lot owner shall be required to comply with any such determination.

(C) Time For Payments. The amount of any assessment, or other amount payable with respect to any lot shall become due and payable thirty (30) days after notice that such amount shall have been given by the Architectural Committee to such lot owner, or at such later time as may be specified by the Committee. Any unpaid assessment amount shall bear interest at the rate of twelve percent (12%) per annum from the date due and payable.

(D) The Committee shall have a lien against each lot, in order to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosures of real estate mortgages in the State of Wyoming.

(E) No substantial improvements shall be undertaken in the common areas for the construction of which owners are to be assessed, without the consent of the owners of sixty percent (60%) of lots.

ARTICLE IV

Improvement and Service District

(A) In accordance with requirements of Wyoming State Statutes, there may be formed an Improvement and Service District to perform any of the following functions:

(i) Acquire, construct, operate and maintain improvements;

(ii) Obtain improvements or services by contracting for the same with the City or County of Sheridan, or any other entity;

(iii) Furnish or perform any special service which enhances the use or enjoyment of any improvement or facility within the Development.

(B) Upon the creation of any Improvement and Service District within the Development, the Board of Directors of said Improvement and Service District may act as the Architectural Committee.

(C) These covenants shall be enforced and implemented by the Board of Directors of such Improvement and Service District, and all power and authority of the Architectural Committee shall be performed by the Board of Directors of the Improvement and Service District, including the power to levy and collect assessments as provided herein.

ARTICLE V

General Provisions

(A) Enforcement. Declarant and its successors and assigns shall have the sole and exclusive right and authority to enforce compliance with the covenants contained herein. Upon the violation of any covenant, or upon the failure to pay any assessments, a written notice of such violation or failure shall be delivered by hand or first class mail to the violator who shall then have forty-five (45) days after date of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, Declarant or its successors or assigns, may re-enter and take possession of the violator's premises and correct the violation and charge all costs

of such correction to the Owner. In addition, damages may be assessed against the violator at the rate of twenty-five dollars ($25.00) per day for each day the violation continues after the forty-five (45) day notice. If an attorney must be retained to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may be assessed by a Court, shall be liable for all attorney's fees and costs incurred by Declarant or its successor in bringing such action.

(B) Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order or otherwise shall in no way effect any other provisions which shall remain in full force and effect.

(C) Amendment and Duration. The covenants and restrictions of these covenants shall be appurtenant to, run with, and be binding upon, the land and all occupiers of the land for a term of twenty (20) years from the date these covenants are recorded, after which time they shall automatically be extended for successive periods of ten (10) years. These covenants may be amended at any time by an instrument approved by the owners of seventy-five percent (75%) of the lots within the Development. All such amendments shall be recorded in the office of the County Clerk of Sheridan County, Wyoming.

(D) Successors and Assigns. These covenants shall be binding upon and shall inure to the benefit of the Architectural Committee, Homeowners Association, Improvement and Service District Board, and each owner, and the heirs, personal representatives, successors and assigns of each of them.

(E) Voting. Each lot shall be entitled to cast one vote in all cases which call for a vote. Lots owned by more than one person are entitled to only one vote per lot. Owners of multiple lots may cast one vote for each lot owned.

Article VI

SPECIAL COVENANT CONDITIONS AND STIPULATIONS

THESE COVENANTS SHALL APPLY ONLY TO LOTS 78 THROUGH 84 OF THE MOUNTAIN VIEW ESTATES PUD ADDITION.

OWNERS OF LOTS 78 THROUGH 84 ARE HEREBY ADVISED THAT THERE IS THE POTENTIAL FOR SETTLEMENT OF THE DIRT AND FILL MATERIALS UNDER THESE LOTS.

(A) Lots 78 thru 84 (not to include the originally platted lot 54, which has been combined with lot 84) contain fill material and are required to comply with the following four (4) conditions:

1) Permanent foundations may only be placed on deep piers through the fill material into in-situ soils. Prior to issuance of a building permit for any building requiring a permanent foundation, such foundation shall be designed by a professional engineer licensed in Wyoming. Foundation designs shall be submitted to the Architectural Committee prior to construction.

2) Due to the potential for settlement in the filled areas on these lots, homes placed by block and skirt may require periodic leveling.

3) Homes may not be placed closer than 20 feet from the edge of the slope.

4) Surface drainage shall be conveyed away from all structures and away from the slope area. If any surface water is directed to flow, or does flow, in a channel down the slope, such channels shall require erosion control measures to prevent erosion of the slope toward any structures.

(B) These special covenants, conditions and stipulations may not be amended without the approval of a professional engineer licensed in Wyoming, and the City Engineer of the City of Sheridan, Wyoming, or the duly authorized authority of the City of Sheridan, responsible for building construction.

IN WITNESS WHEREOF Declarants have executed this Declaration to be effective the day and year first above written.

Marcus W. York
MARCUS YORK, Declarant

Diana York
DIANA YORK, Declarant

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STATE OF WYOMING)
: ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 20th day of January, ~~2004~~ 2005 BK by Marcus York and Diana York, Declarants.

WITNESS my hand and official seal.

Notary Public

My Commission expires: 5-13-06

BRIAN T. KINNISON NOTARY PUBLIC SHERIDAN COUNTY, WYOMING EXP. 5/13/06

EXHIBIT "A"

Legal Description
(or Plat)

INTERSTATE 90
Washington Street (Vacated)
TIMBERLINE DRIVE
PONDEROSA DRIVE
TIMBERLINE DRIVE
EVERGREEN PLACE
GILLETTE ST.
OPEN SPACE
114,988 SF
R-1
R-2
M-1
MARCUS W. & DIANA L. YORK
LEGEND
SUBDIVISION BOUNDARY
ZONING BOUNDARY
OPEN SPACE BOUNDARY
PC PT OF CURVE
5/8" REBAR WITH CAP (RLS3300)
TO BE SET AT COMPLETION OF CONSTRUCTION
USE AREA (SF)
LOTS 383,444
STREETS 197,077
BUFFER ZONE 12,786
OPEN SPACE 114,988
TOTAL 718,275
SCALE 1" = 50'
0 50 100 150
CENTENNIAL ENGINEERING & RESEARCH, INC.
237 NORTH MAIN STREET
SHERIDAN, WYOMING 82801
FINAL PLAT
MOUNTAIN VIEW ESTATES PUD
(PLANNED UNIT DEVELOPMENT) FOR
MARCUS W. & DIANA L. YORK
PROJECT
96020FI
SHEET
ONE

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EXHIBIT "B"

Specifications

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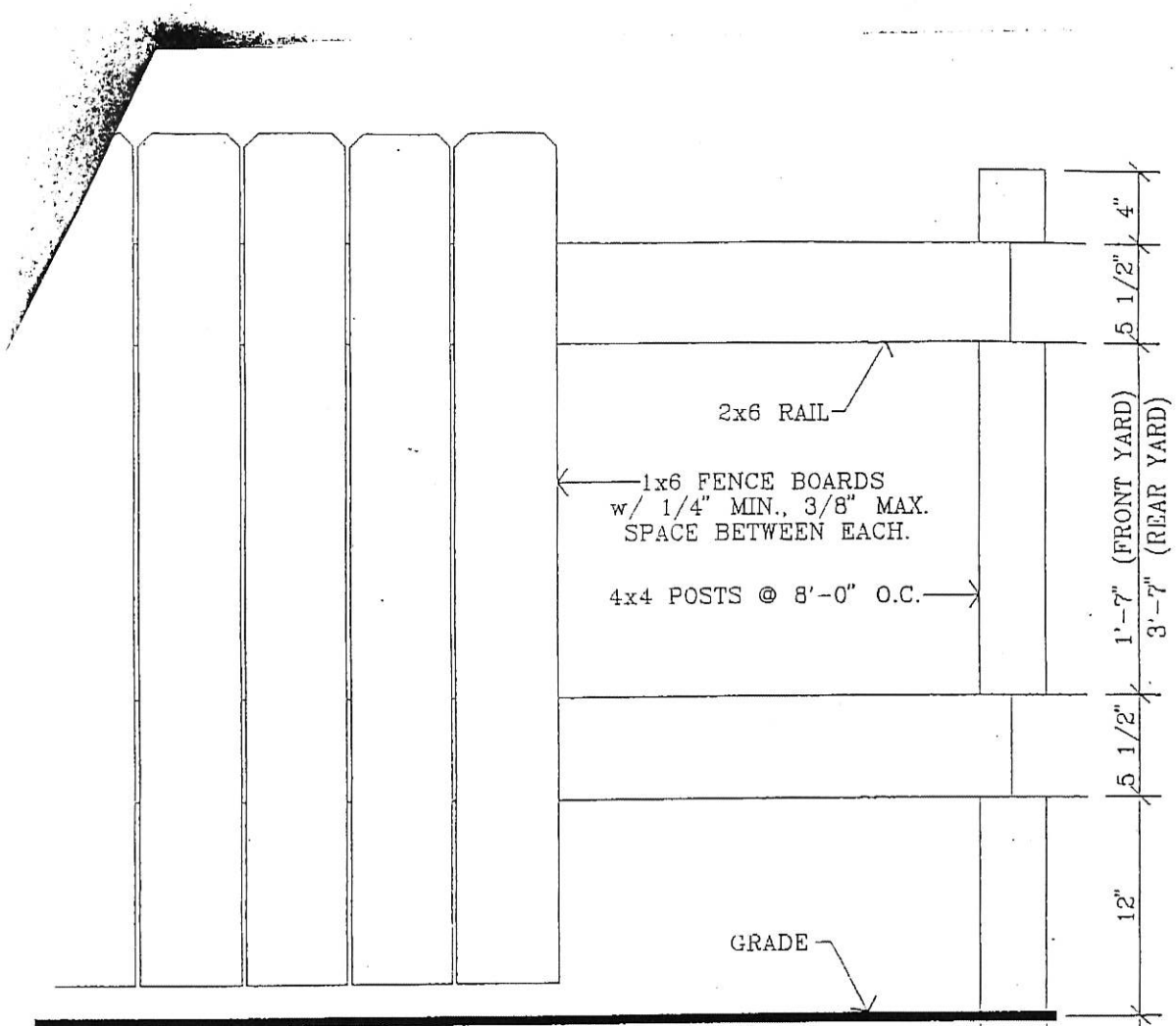
Fencing shall consist of galvanized chain link, installed per manufacturer's recommendations.

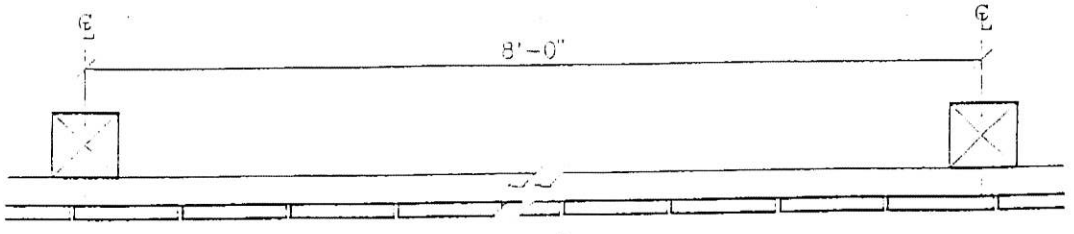
OR

Fencing may be constructed of wood members as follows: driven 4x4 pressure/preservative treated (or cedar) posts spaced at 8'-0" centers; horizontal nailers shall be 2x6 cedar; vertical fence boards to be 1x6 cedar, dog-eared members. Milled, non-cedar lumber, grade 2 or better may be substituted if painted and must have prior approval of the Architectural Committee.

Fencing shall be constructed 48" high for front yard installations and 72" high for rear yard installations. Refer to Exhibit "A" of this document.



ELEVATION



PLAN

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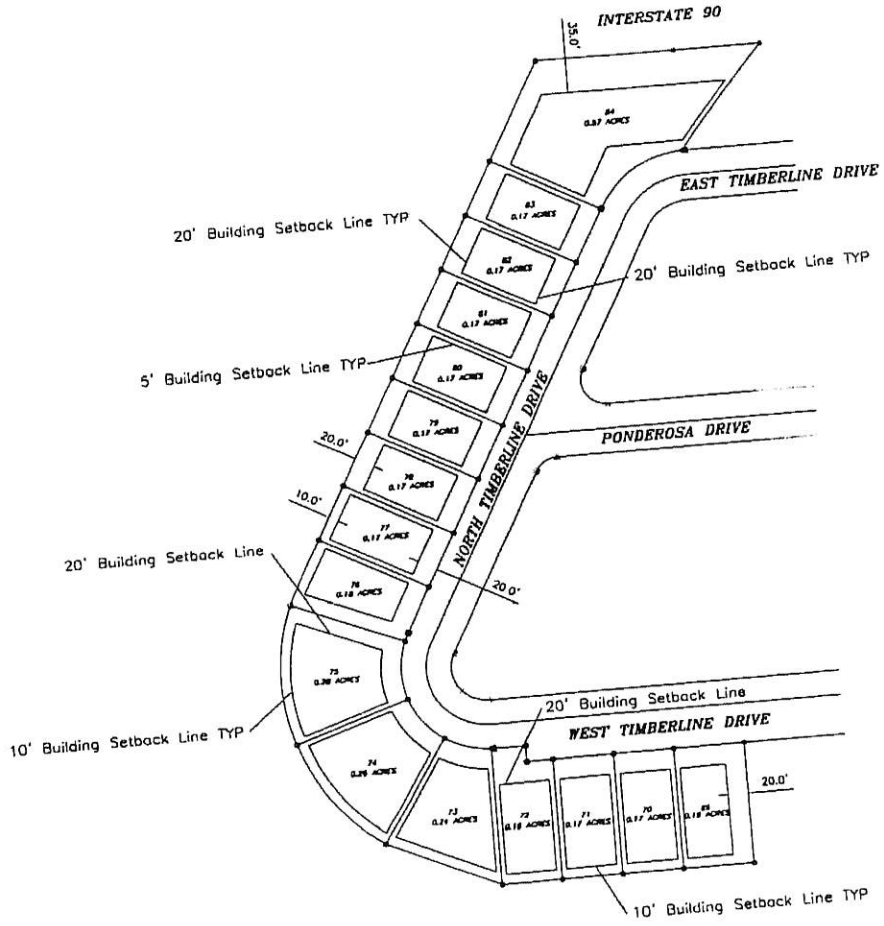
EXHIBIT "C"

Building Setbacks

RK

EXHIBIT C



NOT TO SCALE

NOTE:
BUILDABLE AREAS ON EACH LOT ARE
INSIDE THE SETBACK LINES AS SHOWN

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