

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

R 26926

THIS DECLARATION, made on the date hereinafter set forth, by
C. C. Western Associates, a Wyoming general partnership, hereinafter
referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Evanston,
County of Uinta, State of Wyoming, which is more particularly described as:

A parcel of land located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29 and the SE $\frac{1}{4}$
SE $\frac{1}{4}$ of Section 20, Township 15 North, Range 120 West of the 6th
Principal Meridian, City of Evanston, Uinta County, Wyoming being
more particularly described as follows:

COMMENCING at the Southeast corner of said Section 20, thence N
89°50'18" W, 573.00 feet along the South line of said Section to the
POINT OF BEGINNING of the parcel herein described, said point
being the Southwest corner of that tract described in Book 368, Page
484 in the Office of the Uinta County Clerk and Ex-Officio Register
of Deeds;

thence N 0°13'08" W, 396.00 feet along the West line of said tract;

thence S 89°50'18" E, 165.00 feet along the North line of said tract;

thence S 0°13'08" E, 399.14 feet to a point lying on the Southerly
line of that tract described in Book 470, Page 40 in said Uinta
County Clerk's Office, said point lying on a curve concave to the
South and having a radius of 2488.87 feet, from which point a radial
line bears S 3°02'24" W;

thence Westerly 125.04 feet along said Southerly line and along the
arc of said curve through a central angle of 2°52'42" to a point
tangent, the chord of said curve bears N 88°23'58" W, a distance of
125.02 feet;

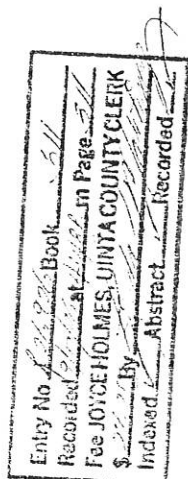
thence N 89°50'18" W, 40.04 feet to the POINT OF BEGINNING.

Said parcel containing 1.503 acres or 65,469 square feet, more or
less.

Said property is also known as Lots 1 through 10, Block 1 of the
Frontier Square Subdivision as said Lots and Block are laid out and
described on the official plat of said Subdivision on file in the Office
of the Uinta County Clerk and Ex-Officio Register of Deeds in and
for said County and State.

SUBJECT, HOWEVER, to all easements, rights-of-way, reservations
and restrictions now of record or otherwise affecting said lands.

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



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assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Frontier Square Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the following Lots: Lots 1 through 10, all in Block 1, Frontier Square Subdivision, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all area in the Frontier Square Subdivision as said subdivision is laid out and described on the official plat on file in the office of the Uinta County Clerk and Ex-Officio Register of Deeds, including Lot 10, Block 1, of said subdivision, excepting Lots 1 through 9, Block 1, of said subdivision.

Section 5. "Private Easements" shall mean all easements utilized as vehicular driveways or utility easements for the common use and enjoyment of the owners.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which plot shall be subject to a private easement.

Section 7. "Declarant" shall mean and refer to C. C. Western Associates, a Wyoming general partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Private Easement and Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of Association to suspend the voting rights and right

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to use the Private Easements and Common Areas by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

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

(c) Provided, however, that each owner shall be entitled to the exclusive use of the parking spaces immediately in front of each owner's lot based on (one) 1 parking space for every (ten) 10 feet of frontage owned by each owner. The remainder of the parking spaces not immediately adjacent to the frontage of the Lots are common parking spaces for the use of all owners.

Section 2. Delegation of Use: Any owner may delegate in accordance with the By-Laws of the Frontier Square Owners Association, his right of enjoyment to the Private Easements and Common Areas to the members of his family, his tenants, or contract purchasers who occupy the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners of Lots 1 through 9, Block 1, of said Subdivision, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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Class B: The Class B member(s) shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
or
- (b) On December 1, 1997.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in the title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Private Easements and Common Areas (including, but not limited to costs for water, snow removal, yard care, and exterior maintenance of buildings and Common Areas), and of the buildings situated upon the property to the extent provided in Article V hereinbelow.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be No Dollars and Thirty Cents (\$.30) per square footage of property owned by each owner.

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- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto; PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Insurance Coverage and Insurance Assessment. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard.

Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, the real property shall be adjusted with the carrier(s) by the Frontier Square Owners Association, and shall be payable solely to the home owner's mortgagee, if any, and the Frontier Square Owners Association, as Insurance Trustee for the home owner(s). Such insurance proceeds shall be applied to repair or restoration of the property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Association and unit mortgagee, if any, ten days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any unit owner, members of the unit owner's family, the Association, its officers, agents and employees, as well as a waiver of the "pro rata" clause.

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The Association shall also obtain a broad form public liability policy covering all common area and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and such policies shall contain a waiver of the right of subrogation against members of the Association, its officers, agents and employees.

Premiums for all insurance obtained by the Board of Directors, except policies on the individual units, shall be a common expense. Premiums for insurance obtained by the Board of Directors on individual units shall not be a part of the common expense, but shall be an expense of the owner(s) of the specific unit so covered and a debt owed by the owners and shall be paid within twenty (20) days after notice of such debt and shall be collectible by any lawful procedure permitted by the laws of the State of Wyoming. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such owner's residence and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first mortgagee and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments.

Any owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the owners policy required by the Association.

In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the home owners, the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall obtain bids from at least two reputable contractors,

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and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to as good condition as formerly, the Board of Directors shall levy a special assessment, as provided in Article IV, Section 4, against all owners of the damaged units in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such units to make up any deficiency, except that the special assessment shall be levied against all owners, in equal proportions, to make up any deficiency for repair or rebuilding of the common area. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such units. Such payments shall be made to all such owners and their mortgagees as their interests may appear.

Section 6. Notice and Quorum For Any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4, or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate based on the percentage of square footage owned by each owner in proportion to the overall square footage of all buildings located on the properties, and may be collected on a monthly, quarterly, or annual basis as determined by the Board of Directors.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on

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the first day of the month following the granting of a lot to a Class A owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose its lien against the property pursuant to and in accordance with the foreclosure by advertisement and sale provisions provided in the Wyoming Statutes. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Private Easement and Common Areas, or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall,

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and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall must restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated

committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

USE RESTRICTIONS

Section 1. Maintenance of Grounds. The grounds, including without limitation, the lawns, shrubs, trees, sidewalks and porches shall be maintained by the Association in a proper manner which is homogeneous with all other Properties subject to this Declaration. The Association may maintain all or any items included in the grounds of all Properties.

Section 2. Maintenance of Buildings. The Association shall provide exterior building maintenance on each lot which is subject hereto as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance will maintain the homogeneity of the construction, appearance, color, material and condition of all units in the total structure, and is subject to ARTICLE VII - ARCHITECTURAL CONTROL.

Section 3. Snow Removal. The Association shall be responsible for snow removal from all Common Areas.

Section 4. Easements. Easements for installation and maintenance of utilities, drainage facilities, Common Areas and Private Easements for driveways are reserved at actual location of utilities. Within these easements, no new structure, planting or other material 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 flow of drainage channels in the easements, or which may obstruct or retard the movement of vehicles in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding

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shall be used on any lot at any time as a residence either temporarily or permanently.

Section 7. Signs. No sign shall be displayed to the public view on any lot without first obtaining the written consent from the Declarant as to the design, location and size of said sign.

Section 8. Garbage and Refuse Removal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each owner is responsible for the removal of his own garbage unless undertaken by the Association in accordance with Section 1 above.

Section 9. Antennas. No Owner shall place a TV, radio, citizens band radio, or any other such antennas on any improvement or on any lot without the prior approval of two-thirds (2/3) of the Board of Directors.

Section 10. Commercial Use. Any improvement on any Lot may only be used for the purposes allowed in the zoning Ordinances of the City of Evanston at that time. Notwithstanding the foregoing, no noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the designated area, by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation, noise or excessive traffic.

ARTICLE VIII

GENERAL PROVISIONS

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

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be

automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands this 17th day of Sept., 1986.

DECLARANT:

C. C. WESTERN ASSOCIATES, a
Wyoming general partnership, by:

Kevin Lynn Campbell
Kevin Lynn Campbell

Pauline Ann Steel
Pauline Ann Steel

STATE OF WYOMING)
)ss.
COUNTY OF UINTA)

The foregoing instrument was acknowledged before me this 17 day of Sept, 1986, by Kevin Lynn Campbell and Pauline Ann Steel, being all of the partners of C. C. Western Associates, a Wyoming general partnership.

WITNESS my hand and official seal.

Barbara Burchell
Notary Public



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