

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBLE ADDITION

This Declaration is made this 9th day of August, 2007, by the Town of Superior, Wyoming (the "Town") and Richard K. Jones, ("Jones"), hereinafter individually referred to as "Declarant Town" or "Declarant Jones" and collectively referred to as "Declarant".

RECITALS

WHEREAS, Declarant Town is the owner of Block 1, Lots 1-8 and Declarant Jones is the owner of Block 2, Lots 1-6 of the real property described as follows:

Coble Addition, a subdivision of the Town of Superior, Wyoming; and,

WHEREAS, Declarant wishes by these Covenants, Conditions and Restrictions (the "Covenants") to preserve and maintain the values and amenities of said subdivision as a desirable residential area, to prevent nuisances and to specify the purposes for which said real property may be used; and,

WHEREAS, Declarant states that each and all of said Covenants are for the benefit of said property and each owner thereof.

NOW, THEREFORE, in consideration of the foregoing, Declarant declares that the real property described above shall be held, occupied, used, sold and conveyed subject to these Covenants.

ARTICLE I
DEFINITIONS

Section 1. The following words, when used in this declaration or any supplemental declaration (unless prohibited by the context thereof), shall have the following meanings:

- a. The term "Commission" shall mean and refer to the Planning and Zoning Commission of the Town of Superior, which shall act as an architectural control committee for the Property.

- b. The term "Declarant" shall mean and refer to the undersigned owners of the property.
- c. The term "Lot" shall mean and refer to any fractional part of the property shown upon the recorded subdivision plat.
- d. The term "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot or dwelling situated upon the properties, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- e. The term "Property" shall mean and refer to all such properties as shall be subject to this Declaration or any supplemental Declaration under the provisions of Article II and Article VII hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1: All of the real property described above shall be held, occupied, used, sold and conveyed subject to these covenants.

ARTICLE III
BUILDING RESTRICTIONS

Section 1: The Property shall be used only for single family residential purposes.

Section 2: No Lot shall be occupied or used for other than single family residential purposes and no Lot shall be occupied or used for such residential purposes in a density greater than one single family residence for each Lot.

Section 3: No Lot shall be used as a building site for a residential structure if the Lot has been reduced in area below its originally platted size.

Section 4: Any structure comprising a single family residence shall consist of a detached dwelling designed to accommodate a single person or single family unit, together with household employees, and shall be constructed of not more than two

(2) stories or thirty (30) feet in height and in compliance with the following restrictions:

- a. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, 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 Commission. Within thirty (30) days after receipt of said plans and specifications, the Commission shall notify the Owner in writing of its approval or disapproval of such plans and specifications, with reasons therefore. If no such notice is received by the Owner within the thirty (30) day period, then such plans and specifications shall be deemed approved, provided that said plans and specifications were sent by certified mail to the Commission. Plans and specifications will not be returned to Owner.
- b. Any dwelling, garage or building shall be constructed at least twenty (20) feet from the front (street facing) Lot line. No structure may be constructed closer than ten (10) feet from its rear Lot line and ten (10) feet from its side Lot line.
- c. The ground floor enclosed area of every one-story dwelling (exclusive of open porches, open breezeways, basements and garages) shall be not less than nine hundred (900) square feet of finished floor space of the main living area.
- d. The ground floor enclosed area of every one and one-half story or larger dwelling (exclusive of open porches, open breezeways, basements and garages) shall be not less than nine hundred (900) square feet.
- e. The ground floor enclosed area of every split-level type dwelling with a garage built under that dwelling shall have combined ground floor area, including the floor area above the garage (exclusive of open porches, open breezeways, basements and garages, of not less than nine hundred (900) square feet.



- f. All dwellings may have attached or unattached enclosed garages with a minimum of one stall or structure as to allow ease of ingress and egress of a standard size automobile. All garages must be constructed to conform to the general appearance, composition and design of the dwelling.
- g. All roofs will have at least a 5/12 pitch.
- h. No detached garages, storage buildings, sheds or carports shall be allowed without prior written consent of the Commission.
- i. All concrete products used for facing on any dwelling shall be approved by in writing by the Commission. All fencing shall be wood (other than slab wood) or of a material expressly approved in writing by the Commission.
- j. Each dwelling shall have a hard surface maintainable driveway of a minimum width of twelve (12) feet and shall be constructed of gravel, asphalt or concrete. The driveway shall be installed at the time of the construction of the dwelling and thereafter maintained in good order and repair. Concrete or asphalt will be used for curb cuts in the event the adjacent street is paved.
- k. No substantial landscaping, or the construction or erection of any antenna, ditch, fence, deck, patio, wall or other similar or associated structure, will be altered, built, constructed, erected, installed, planned or otherwise maintained or undertaken on any Lot unless the same shall conform to these covenants, and unless the Owner has first obtained express written approval from the Commission, in the manner provided in a. above, as to the appearance, composition, design, exterior color or colors, and suitability of the structures or items set forth in this paragraph.
- l. No building or dwelling house shall be moved onto any Lot and placed upon any Lot without permission of the Commission. No trailer, camper, mobile home, tent, garage, shack, metal building or unsightly building shall be used on any Lot as a dwelling at any time, nor shall any type structure of a temporary character be used as a residence.




- m. No fences, side rear or front, shall be constructed of barbed wire, woven wire (excluding therefrom chain link), slab wood, creosote treated material above ground or of any unsightly materials. However, it is not the intent of these covenants to eliminate fences, trees or hedges.
- n. Exterior lighting installed on any Lot shall not directly or indirectly disturb residents of adjacent property or be of such controlled focus and intensity as to disturb residents of adjacent property.
- o. Each Owner of a Lot upon which there shall be a constructed dwelling, shall plant a grass yard or xeriscape yard approved in writing by the Commission in the nearest growing season. Each Owner shall keep such yard properly watered, mowed or otherwise maintained and free from noxious weeds, rubbish, trash or junk of any kind.

ARTICLE IV
COMMON SCHEME RESTRICTIONS

Section 1: The following restrictions are imposed upon the property for the benefit of each other Lot and may be enforced by Declarant or any Owner.

- a. No garbage, refuse, rubbish or cuttings shall be deposited on any street or road or accumulated on any Lot unless placed in a suitable container. Any such refuse containers must be stored or maintained in an enclosed structure or garage so as not to be in public view, excepting uniform residential refuse containers provided by a commercial refuse service or the Town of Superior. No exterior burner or incinerator for garbage, trash or other refuse shall be maintained on any Lot.
- b. No building materials of any kind or character shall be placed upon any Lot, except in connection with construction approved pursuant to Article III of these Covenants. As soon as approved building materials are placed on any Lot, construction shall be promptly commenced and diligently prosecuted. Construction shall be completed, in any event, within nine (9) months of commencement of construction. Upon completion of such construction, debris shall be promptly removed.

- c. No driveway will be constructed or maintained in a way that causes erosion or water damage to other Lots, streets or adjacent properties. The Commission shall have the right to require installation of an appropriate drainage culvert in conjunction with the construction and/or maintenance of any driveway.
- d. No more than one automobile, motorcycle, truck or other vehicle shall be repaired, dismantled or stored in public view on any Lot and cannot be done in an unclean or untidy condition at any time. Any such vehicle repaired shall be accomplished in a timely manner.
- e. No permanent advertising signs shall be maintained on any Lot.
- f. With the exception of two animals of the customary household pet variety per family, no animals, livestock, birds, poultry or other creatures may be bred, kept or maintained on any Lot.
- g. No unused building materials may be kept, stored or otherwise maintained on any Lot within public view, other than for use connected with approved or permitted construction. No junk or salvage materials may be kept, stored or otherwise maintained on any Lot.
- h. The Owner of each Lot shall keep his property free from weeds and debris. Dead trees and shrubbery must be removed promptly at the Owners expense. All rubbish, trash and garbage shall be removed from the Lot and shall not be burned by open fire, incinerator, or otherwise on the Lot.
- i. No garden or field crops shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines, and no tree shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles. Ground cover shall be maintained on all Lots in order to prevent erosion.


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- j. No Lot shall be used in whole or in part of storage of anything that will cause the Lot to appear in an unclean or untidy condition or that will generate or cause obnoxious odors, or cause any noise or vibration that will or might be considered a nuisance or disturb the peace, quiet, comfort or serenity of any of the occupants or guest in the area. No firearms, bows, or other weapons of any type or nature whatsoever shall be used, fired or discharged upon, over or across the Property.
- k. No owner shall park a commercial vehicle over 26,000 GVWR or farm equipment on any Lot or upon any street within or adjoining the Property.
- l. No commercial enterprise or manufacturing of any kind shall be conducted on the property, nor shall any Lot be used for other than residential purposes. This restriction shall not be construed, however, to prevent the maintenance of in home offices for business activities of a type permitted by Town ordinance and usually conducted in a residential area.

ARTICLE VI
DURATION

Section 1: These Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns from the date of this Declaration is recorded and until 12:00 a.m. on June 1, 2017, after which time said Covenants shall be extended automatically for successive periods of ten (10) years unless an instrument terminating these Covenants has been signed by the Owners of three-fourths (3/4's) of the Lots and by the Declarant Town, has been duly filed of record in the office of the County Clerk of Sweetwater County, Wyoming.

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ARTICLE VII
AMENDMENTS, EXPANSION OF COVERAGE


Section 1: These Covenants may be amended by an instrument signed by not less than three-fourths (3/4's) of the Owners of the Lots within the Property and the Declarant Town. Any amendment must be duly filed of record in the County Clerk's Office of Sweetwater County, Wyoming.

Section 2: Upon written approval by the Owners of three-fourths (3/4's) of the Lots within the Property and the Declarant Town, any and all other subdivided property adjacent to the Property may be brought under these Covenants subsequently, and the execution of a suitable instrument by the Owners of such subdivision property shall bind them by these Covenants and entitle them to all the privileges of the original signers.

ARTICLE VIII
ENFORCEMENT

Section 1: The Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, whether seeking damages and/or injunctive relief, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants. Failure by any such party to enforce any covenant or restriction in these Covenants shall in no event be deemed a waiver of the right to do so at a later date. When such enforcement action is successfully maintained in a court of competent jurisdiction, all cost and expenses of such proceedings, including attorney's fees to the extent allowed by law, shall be taxed against the offending party or parties and shall be declared by the court to constitute a lien against the real property so wrongfully maintained in violation of these Covenants until paid, and such lien may be enforced in such manner as the court may order.

Section 2: Any conveyance, contract, lease or action in violation of these Covenants shall be void and may be set aside on petition of one or more of the Owners of the Lots, or their successors and assigns, who shall be deemed parties to the same effect as the original signers. When such instrument or action is set aside by a court of competent jurisdiction, all cost and expenses of such proceedings, including attorney's fees to the extent allowed by law, shall be taxed against the offending party or parties and shall be declared by the court to constitute a lien


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