


AFFIDAVIT CERTIFYING VOTE FOR AMENDED COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned James A. Snow, President of the Cherry Hills Homeowners Association on behalf of the Cherry Hills Subdivision, consisting of the property herein described and located in Laramie County, Wyoming and on behalf of the lot owners thereof, as the same are more particularly described, upon my oath depose and state as follows:

1. I am the duly elected President of the Cherry Hills Subdivision for all material times referred to herein.
2. Attached hereto as Exhibit A and by this referenced incorporated herein are the duly executed amended Declaration of Protective Covenants of Cherry Hills Homeowners Association to the Public.
3. Also attached hereto as Exhibit B and by this reference incorporated herein are the original ballots signed by the requisite number of lot owners which were cast approving the amended covenants. I have verified with the lot owners represented that the signatures on the said ballots are the true signatures of the owners of the lots represented therein and that the lots represented are owned by the party signing the ballot.
4. The Declaration of Protective Covenants of Cherry Hills of Cheyenne to the Public on file in the records of the Clerk and Recorder of Deeds for Laramie County as of May 29, 1997 require at § VI.B. that covenants may be amended during the initial 20 year term upon the affirmative vote of 65% of the lot owners.
5. Lots that failed to vote were considered as voted against the amendments. The affirmative votes numbered 41 lots of the total of 59 lots which exceeds 65%.
6. By approving the amended covenants, the lot owners have expressed their intent to be governed thereby and to have the amended covenants apply in full to all of the lots in Cherry Hills Subdivision with exception only of lots 3, and 4 of Block 7 which are not subject to the covenants.
7. Dated this 4th day of May, 2007.


James A. Snow, President

STATE OF WYOMING

COUNTY OF LARAMIE

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) ss.
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On this 4th day of May, 2007, before me personally appeared James A. Snow, to me personally known, who being by me duly sworn, did say that he is the » President of » the Cherry Hills Subdivision, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and James A. Snow acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.



Notary Public

My Commission Expires:



State of Wyoming)
County of Laramie) SS.

DECLARATION OF PROTECTIVE COVENANTS OF
CHERRY HILLS HOMEOWNERS ASSOCIATION TO THE PUBLIC

CHERRY HILLS HOMEOWNERS ASSOCIATION, Declarant, makes, declares and publishes this Declaration of Protective Covenants for real estate platted and recorded as Cherry Hills Subdivision, Laramie County, Wyoming.

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Cherry Hills Homeowners Association
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I. INTRODUCTION

A. Intent: The intent and the promulgation of these covenants to apply to all lots in the Cherry Hills Subdivision is to enhance the value, desirability and attraction of every parcel in the subdivision; to protect lot owners from adverse development and uses of other lots within the subdivision which may depreciate the value and/or impair the use and enjoyment by the owners of lots and to prevent the construction of unsightly, unsuitable or unsafe structures within the subdivision thereby insuring for the owners of lots within the subdivision adequate and reasonably consistent values of their home improvements. The restrictions imposed hereby are intended to permit appropriate and legitimate uses of lots while preserving the rights of the property owners to enjoy an attractive surrounding free of nuisance, undue noise or danger. It is further the intent of these covenants to preserve the natural environment to the greatest extent possible.

B. Definitions:

1. "Declarant" shall mean the original owner or the Cherry Hills Homeowners Association who promulgated this Declaration of Protective Covenants for the subdivision.
2. "Owner" shall mean the record owners of each separate lot as subdivided by the plat of Cherry Hills Subdivision whether one or more persons and shall not include holder of mortgage interests. In the event of the sale of any tract by an installment contract or a device commonly described as a contract for deed the owner may be the purchaser but only if a notice of such contract is recorded with the Laramie County Clerk and Recorder of Deeds. If no notice of contract is recorded, the owner, for the purposes of these covenants, shall be the holder of recorded legal title.
3. "Association" shall mean and refer to Cherry Hills Homeowners Association or its successors.
4. "Lots" shall mean and refer to the described lots of land shown upon the recorded subdivision plat.

5. "Common Area" shall mean all real property owned by the Association, if any, which may be held for the common use and enjoyment of owners.
 6. "Single Family Unit" shall mean a residence occupied by a single family.
 7. "Committee" shall refer to Architectural Control Committee.
 8. "Nuisance" shall be construed according to case law precedent existing in the State of Wyoming and shall include, generally that activity which arises from unreasonable, unwarranted or unlawful use by a person of his own property, thereby creating obstruction or injury to the health, safety, welfare or right of another.
- C. Legal Description and Effect: These covenants shall apply equally and identically as obligations and benefits for the owners of all platted lots in the Cherry Hills Subdivision, a subdivision in Laramie County, Wyoming.
- D. Lot Subdivision Prohibited: No lot may be subdivided.

II. BUILDING AND SITE IMPROVEMENT DESIGN AND CONSTRUCTION STANDARDS AND REQUIREMENTS.

A. Improvement Site Location Setback Requirements:

1. A site plan showing the location of all proposed structures must be approved by the Committee. The minimum setbacks shall be as follows: No building shall be located on any lot nearer than fifty (50) feet from any lot line. No septic tank or drain field system shall be nearer than fifty (50) feet to any lot line. Water wells shall also be set back a minimum of fifty (50) feet from any lot line.
2. In addition to the setback requirements as provided by these covenants, no building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback required by Laramie County Zoning regulations or as may be restricted by any recorded plat which

may be filed for a portion of the area described in and covered by these declarations.

3. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building.
- B. Minimum Size for Construction: The principal dwelling shall be a one (1), one and one half (1 ½), or two (2) story structure. All single-story floor plans for the principal dwelling constructed upon any of the lots of the subdivision shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk-out basements, or attached garage, of one thousand one hundred square feet (1100 sq. ft.). Any multi-level floor plan 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 and attached garage of one thousand five hundred square feet (1,500 sq. ft.).
- C. Construction Requirements: No structures other than one (1) single family dwelling, with an attached garage for no more than four (4) cars and a detached garage/outbuilding meeting these standards or a single family dwelling without an attached garage and a detached garage/outbuilding meeting these standards shall be constructed or erected on any lot. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements, all applicable zoning laws and the minimum building standards as set forth in this Declaration. No structure may be moved from any location outside the subdivision onto any lot within the subdivision except as provided in Chapter II. D. Once begun, construction of any home or improvement or alteration approved by the Committee shall be diligently prosecuted to completion. All homes and other improvements on any tract shall be substantially completed within one (1) year after commencement of construction unless a longer period is approved by the Committee. All dwellings and improvements shall be of sufficient quality of workmanship and material so as to be in harmony with existing structures. The external design of structures shall comply with the minimum requirements of these covenants and the following codes and regulations as they may be amended or replaced:
- a. International Building Code.
 - b. International Plumbing Code.
 - c. International Mechanical Code.

- d. International Fire Code.
 - e. National Electrical Code.
 - f. Laramie County Department of Environmental Health regulations.
 - g. General FHA or VA building requirements.
- D. Outbuildings. The maximum size of any detached outbuilding shall be two thousand four (2400) square feet. The location of any outbuilding shall be subject to the approval of the Committee prior to construction, the intent being that all structures on a lot shall appear to constitute an integrated unit. Construction of any outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary dwelling residence. In addition, one (1) garden shed/storage unit will be permitted on each lot. The size of any garden shed/storage unit shall be no more than two hundred (200) square feet of floor space and may be constructed on site or constructed off site and moved onto any lot. The method of construction, exterior design and site plan for a garden shed/storage unit must be approved by the Architectural Control Committee.
- E. Temporary Structures. No structure of a temporary character, trailer, manufactured or modular home, basement, tent, shack, barracks, garage, barn or other outbuilding 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 tool shed or lumber shed while erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same, in the opinion of the Architectural Control Committee, have been on the premises an unreasonable length of time. The expected use of a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than nine (9) months after the date on which construction is started. No mobile home shall be used as or converted to a permanent dwelling on any site.
- F. Driveways. Individual lot access approaches and driveways which connect the primary dwelling to any public road, shall be constructed with a minimum of three inch (3") depth of Grading W type road base gravel, cement or paved surface. Individual access driveway approaches, defined as that portion of the access driveway which exists within the public road right-of-way, shall include the installation of a properly sized drainage culvert. The access and approach and driveway shall be constructed as part of the first lot

improvement before any other construction is started. In no case will mud or dirt be allowed to be transported from a lot onto the subdivision's public roadways. Where necessary for proper drainage, adequate sized culverts will be placed at all points where egress or ingress is established across the normal drainage system created and utilized for the subdivision. All drainage ditches and culverts must remain open at all times for unrestricted drainage through the subdivision.

- G. Septic Systems. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity approved by the Laramie County Department of Environmental Health. Every lot owner must design and position the primary dwelling and other improvements on the lot in a manner that provides for adequate area for septic and drain field including, if necessary, a secondary drain field location.

Each lot owner must perform a percolation test at the site of the proposed drain field and provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and a permit received from the Laramie County Department of Environmental Health for each septic system prior to the commencement of construction of the residence and prior to the installation of any septic system.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage facility within or adjacent to the subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self contained toilet facilities utilized during construction.

- H. Landscaping: The owner of each lot shall be responsible for the installation and continued maintenance of landscaping upon such lot in at least the minimum numbers set forth herein. Unless weather conditions prevent the completion of such landscaping requirements, installation of all required landscaping shall be completed within six (6) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such lot, the adjoining lots and the subdivision; to provide drainage and erosion control, and to achieve a harmonious and integrated appearance of such lot with the adjoining lots and the subdivision.

All surfaces within the boundaries of all lots not otherwise occupied by structures, pavement, roads, or other improvements, shall be covered with native ground cover or

other vegetation or material of the owner's choosing such as trees, shrubs, rocks, wood chips, bark and/or mulched or graveled material.

Each lot owner shall plant and maintain no fewer than six (6) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than three (3) feet tall when planted and any deciduous tree shall be no less than six (6) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of additional trees which do not meet such minimum height requirements. 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.

No buildings, landscaping 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. Any proposed changes to the subdivision's natural or designed patterns must be shown on any lot owner's application for approval of construction and must include a complete written description of all proposed drainage changes.

- I. Utility Connections: All electrical and telephone lateral and or service connections and installations to home and improvements shall be underground from the nearest available source.
- J. Oil and Gas Development, Mining, or Gravel Removal: No commercial facilities shall be constructed or surface usage provided on the premises for mining, oil and gas development or commercial production of sand or gravel upon any lot or lots within the subdivision.
- K. Signs: Except for a homeowner identification sign and the permanent identification signage or landmarks installed by the Declarant which identify the subdivision, no permanent sign of any kind shall be displayed to the public view on any residential lot. Notwithstanding the foregoing, one sign of not more than five square feet (5 sq. ft.) advertising the property for sale or rent, or one sign of no more than thirty two square feet (32 sq. ft.) used by a builder to advertise on the property during the construction period may be installed on any lot. Upon completion of construction any such sign shall be removed. Political house signs of a reasonable size shall not be excluded during the

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normal political campaign season as authorized by and installed upon the individual lot owner's property.

- L. Fencing: Fencing shall consist of concrete block, redwood, cedar or other materials generally sold for and considered as good and substantial fence products and fencing shall be erected in a proper workmanship manner to provide stability and non-objective appearance. Solid walls or fences shall not be constructed or maintained as to block the appearance of the house from the entry via the road. No solid walls or solid fences shall be nearer than fifty (50) feet to any lot line. Wind screen and barbed wire fencing are not permitted.
- M. Storage for Trailers and Other Hobby Related Materials: Special provision for the storage of hobby related items such as antique or classic automobiles, tractors, trailers, boats, etc. that may not otherwise be permitted to be stored on a lot according to other provisions of these covenants may be granted by the Board of Directors. This would require visual screening by solid fencing. The maximum size of any such enclosure is limited to one thousand (1,000) square feet. When possible, this screening would preferably be contiguous and compatible with an existing outbuilding or yard fencing. The size, location and fencing material shall be approved by the committee.

III. SUBDIVISION PROTECTIONS FOR OCCUPANCY AND USE

- A. One Family Residence: No more than one (1) family occupancy shall be permitted to exist on a permanent basis on any lot, except that this provision shall not exclude any persons from residing with the principal occupant's family in a common living arrangement and otherwise maintaining a home in common with the principal occupant.
- B. Commercial and Home Occupation Usage: No commercial enterprise is permitted except for the home occupation usage provided herein. No manufacturing or commercial enterprise or business for profit shall be maintained on any Lot. Home occupations that conform to the following shall be permitted:

- 1. The use is in compliance with Laramie County Zoning Regulations and Building and Use Restrictions.

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2. Alterations of existing structures and special facilities required for the home occupation must receive approval of the Architectural Control Committee prior to construction. The Committee may approve only such improvements as are found to conform to the external character and appearance of existing buildings on the lot and comply with these covenants.
 3. Offensive noise, vibration, smoke, dust, odors, heat or glare noticeable beyond the property line is prohibited.
 4. No storage or objectionable display of materials, goods, supplies or equipment related to the operation shall be visible from the outside of any structure located on the property.
 5. Parking generated by business use shall not exceed the existing available on street and off street spaces.
 6. One unlighted sign, compatible with the residence and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window.
 7. There shall be only incidental sale of products, except those made or produced on the premises. Catalog sales are not permitted.
 8. Employees of the home occupation must be residents of the dwelling.
- C. Offensive Utilization, Maintenance of Nuisance and Criminal Activity Prohibited:
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 neighborhood.

No part of any site shall be used or occupied injuriously to effect the use, occupation or value of the adjoining or adjacent site for residential purposes of the neighborhood wherein said site is situated.

In the event, occupancy conditions which shall be considered to be a nuisance exists if the activity adversely effects adjoining adjacent property owners by the creation of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and the infestation of insects and pests as a condition of the maintenance and care of the property.

- D. Maintenance of Home and Improvements: All owners shall maintain the home and improvements upon their lot for the general welfare of the subdivision and to avoid devaluation of other properties in the vicinity or within the subdivision.
- E. Trash and Refuse Disposal: During construction, it shall be the lot owner's responsibility to insure that all construction related trash, waste materials, and debris are contained. Following construction, the lot owner shall insure that no trash, debris, or material of any kind is carried onto other lots.

No lot shall be used or maintained as a dumping ground for appliances, rubbish, junk, junked vehicles, unlicensed vehicles, vehicles which are not in running condition or in disrepair, or other 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 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 clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

In the event that the owner of any lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other materials, then the Homeowners' Association or any committee thereof, after appropriate judicial action, may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed as trespass and in the event of such a removal, a lien shall be created in favor of the governing group and against such lot for reimbursement of the actual expenses incurred in removal. Such amount shall be due and payable within thirty (30) days after the owner is billed.

- F. Storage of Vehicles: No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational type vehicles, shall be parked or stored on any lot

or roadway of the subdivision except as provided in Chapter II.M.. No parking shall be permitted on any designated bike paths in the subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a lot or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than three days at any one time or as a repeated practice. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent lot owners and away from the roadway side of any residence when stationary for more than three days at one time.

- G. Animals: Pets may be kept on all lots provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the owner at all times and shall not be allowed to run free off the owner's lot. All lot owners shall ensure that their pets shall not be a nuisance to any other resident. Except for FFA or similar projects, no livestock or fowl or any kind other than domestic pets shall be permitted to run free on the owner's lot or to be maintained thereon. Pet kennels or dog runs may be permitted by the Architectural Control Committee as well as special FFA or similar projects provided that facilities and proper training exists so that the animal will not constitute a nuisance or annoyance to the neighbors or the subdivision.

Specific approval in advance for FFA or similar projects shall be obtained by the individual student in advance of the initiation of the project.

If an owner desires to maintain a horse or at the most two (2) horses on any lot, the owner must first receive written approval from the Committee. Such approval may not be given unless the owner demonstrates that adequate stable facilities and adequate non-grazing feeding arrangements will be used. Stables and corrals, if any, shall be maintained in compliance with all lawful sanitary regulations. Operation of commercial riding stables and commercial boarding stables shall not be allowed.

- H. Firearms: There shall be no hunting or use of firearms at any time within the subdivision.
- I. Streets and Easements: Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for public use including without limitation

underground wires, pipes, conduits, street lighting, electricity, gas, telephones, sewer, water or any other public or quasi-public utility service purpose, together with, the right of ingress and egress at any time for the purpose of further construction, maintenance or repair.

IV. ARCHITECTURAL CONTROL COMMITTEE

- A. Architectural Control Committee: An Architectural Control Committee is hereby formed consisting of three (3) members shall be elected annually by a majority vote of the owners of the lots within the subdivision. All notices to the Committee required herein shall be sent to:

Architectural Control Committee
Cherry Hills Homeowners Association
4281 Cherry Wine Drive
Cheyenne, Wyoming 82009

The Committee may designate a representative to act on its behalf. In the event of a vacancy due to the death, termination or resignation of a member, the remaining members shall have full authority to designate a successor who shall serve until the election of 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.

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.

- B. Prior Committee Approval Required: No building or improvement shall be constructed or erected upon any lot within the subdivision until the Architectural Control Committee has approved the construction plans and specifications submitted to it by the lot owner in the form and manner set forth herein. All submissions to the Committee must include, at a minimum:

1. A site plan showing the location of the structure(s) to be constructed on the lot, the location and size of all roads, paths, driveways and sidewalks, the drainage across such lot and other sites improvements which the applicant considers to be important and which are known to the applicant at the time of the submission.
 2. The floor plan of the structure(s) with the square footage indicated.
 3. A drawing showing the front, side and rear elevations of all structure(s).
 4. A description on the drawings or on separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.
- C. Request for Additional Information: 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. In evaluating an application the Committee shall consider the following factors: quality of workmanship; quality of materials; conformance with these covenants; harmony of exterior colors, construction materials and design with existing structures; and proposed location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its decision within thirty (30) days of receipt of the application. In the event that the Committee disapproves an application, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.
- D. Failure of Committee to Approve or Disapprove: In the event the Committee or its designated representative fails to approve or disapprove an application submitted within thirty (30) days after receipt of all required information, approval shall be considered granted. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Homeowner's Association

or any lot owner to enjoin the construction of any structure which does not comply with any other provision of these covenants.

- E. Approval or Disapproval in Writing: All approvals or disapprovals by the Architectural Control Committee shall be in writing and personally delivered or mailed, certified mail, return receipt requested to the applicant or his designated representative.

V. HOMEOWNERS ASSOCIATION

- A. Rights of Association: The ownership of a lot or lots subject to these covenants shall impose and confer the owner the obligation and benefits of membership in Cherry Hills Homeowners Association, a Wyoming non-profit corporation. The Association shall have the right to enforce provisions of these covenants, to assess its members for the costs of required services in the subdivision and to provide an organization for activities of the lot owners.
- B. Ownership/Membership: Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot in the subdivision.
- C. Officers of Association: The officers of the Association shall consist of 6 or 8 members. In accordance with the by laws, there shall be 3 directors, a secretary who may also be a director, a treasurer who may also be a director, and three members of the Architectural Control Committee. All officers except the secretary and treasurer are to be elected by a majority of the members. The office of secretary and treasurer may be appointed by the directors or elected.
- D. Enforcement and Administration: Pursuant to the powers and authority vested in it by Wyoming Statute and by the Articles of Incorporation and by laws of the Association, the Board of Directors shall be responsible for the enforcement and administration of these covenants, and shall take all actions necessary to enforce them, have the authority to adopt such rules and regulations as it may reasonably deem appropriate to enforce and further the objectives of these covenants.

- E. Annual Assessments and Charges: The members of the homeowners association hereby covenant and agree with each other and the association to pay to the Association annual assessments and charges as may be established by the Homeowners Association. The annual and special assessments, if any, together with interest, costs, and reasonable attorney's fees, shall be a charge upon 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 became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed to them.
- F. Use of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and for the improvement and maintenance of the common areas of the subdivision.
- G. Fixed Rate for Assessments: Both annual and special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly or annual basis.
- H. Nonpayment of Assessments: Assessments not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of 12 percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property.

VI. TERM AMENDMENT AND VARIANCE

- A. Term of Covenants: These covenants shall run with the land and shall be binding on all parties and their successors and assigns for a period of twenty (20) years from the date of recording. Thereafter, these covenants shall be automatically extended for successive periods of ten (10) years.
- B. Amendment of Declaration: This declaration may be amended during the initial term by affirmative vote of at least sixty five percent (65%) of the lot owners. After the expiration of the initial term, these covenants may be amended or rescinded by a document legally executed for recording by fifty percent (50%) of the lot owners.

Any amendment shall be recorded before it becomes effective. An owner shall be entitled to one (1) vote for each lot owned.

- C. Variance: A variance shall be allowed from the restrictions and conditions of these covenants upon approval of fifty one percent (51%) of the lot owners of the Association. All adjacent lot owners must approve the variance and may be included in the required fifty one percent (51%)

Variances cannot be granted for;

1. No lot may be subdivided. (Chapter I.D)
2. Site Location Requirements. (Chapter II.A.1)
3. New Construction Requirements (Chapter II.C)
4. No mobile, manufactured or modular homes. (Chapter II.E)
5. Occupancy and Use Restrictions (Chapter III.A)

Variances granted are lot specific and do not constitute permission for application on other lots.

VII. ENFORCEMENT

- A. Declarations Shall Bind: The terms and conditions in this Declaration of Protective Covenants shall bind and provide for the benefit of the Declarant, the Owners of the Tracts located within the "CHERRY HILLS SUBDIVISION" and their respective heirs, successors, personal representatives and assigns.
- B. Enforcement: The covenants set forth herein may be but need not necessarily be enforced by Declarant and may be enforced by the Homeowners' Association or by any owner of a lot.
- C. Fine for Violation: By resolution, following notice and hearing, the Board of Directors may levy a fine of up to fifty dollars (\$50.00) per day for each day that a violation of these Covenants persists after notice and hearing, but this amount shall not exceed the amount necessary to insure compliance with the rule or order of the Board of Directors. The Board of Directors may also suspend the voting rights in

accordance with the Articles of Incorporation filed for the Cherry Hills Homeowners Association with the County Clerk, Laramie County, Wyoming.

- D. Attorneys Fees: The party adjudicated as in violation of these covenants shall be responsible for the reasonable attorney's fees incurred by the Declarant, the Homeowners' Association or lot owner(s) who prevails in such proceedings.
- E. Violation Resulting in Non-Waiver: The failure to enforce or cause the abatement of any violation of these covenants shall not constitute a waiver or permission for such violation in the future.
- F. Responsibility of Enforcement: Neither the Declarant nor the Architectural Control Committee shall be required to enforce the provisions or restrictions of these covenants.

VIII. SEVERABILITY

- A. Severability: Invalidation of any provision of these covenants by a court of general jurisdiction shall not affect the validity of any other provision which shall then remain in full force and effect.

IX. DECISIONAL IMMUNITY

- A. Decisional Immunity: Absent proof of malicious conduct or bad faith, no owner or other entity with a claim to rights to the benefits provided by these covenants shall be entitled to maintain a claim, demand or right of action against the Declarant or the Committee nor shall the Declarant or the Committee be liable for damages of any nature whatsoever by reason of action, inaction, approval or disapproval related in any way to the performance of responsibilities under this Declaration of Protective Covenants.

IN WITNESS WHEREOF. This Declaration of Protective Covenants has been
duly executed this 18th day of May, 2007.

CHERRY HILLS HOMEOWNERS ASSOCIATION

James A. Snow
Director

Dan A. Glandt
Director

Ivan E. Garrett, Jr.
Director

Attest Seal:

STATE OF WYOMING]
] ss.
COUNTY OF LARAMIE]

The foregoing instrument was acknowledged before me by James A. Snow,

Dan A. Glandt, and Ivan E. Garrett, Jr.

this 18th day of May, 2007

Witness my hand and official seal.

Brittany Mowery
Title of Officer

My commission expires: _____



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