# OMITTING RESTRICTIONS HEREIN, IF ANY, BASED ON RACE, RELIGION OR NATIONAL ORIGIN

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR

#### THE MEADOWS ADDITION

THIS DECLARATION, made this day of otober, 2017, by Rawstone Development Inc., a Wyoming Corporation and W. Paul Greaser, Trustee of the W. Paul Greaser Revocable Trust dated November 16, 1995 (hereinafter collectively referred to as the "Declarant"), whose address is 1267 N. 15<sup>th</sup> St, Suite 101, Laramie, Wyoming, 82072, its successors and assigns.

#### WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of that certain real property situated in the County of Albany, State of Wyoming, to wit:

The property described on Exhibit "A" attached hereto and incorporated herein by reference, and hereinafter referred to as "the Property," and or as "the Subdivision".

WHEREAS, Declarant desires to create a community for the benefit of owners of the Property, their heirs and assigns; and

WHEREAS, Declarant desires to provide for the architectural control of all improvements constructed, altered, and maintained on the Property and for control of all landscaping so as to insure the lasting beauty and harmony of the community.

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, reservations, restrictions, uses, limitations, and obligations shall be deemed to run with the land situated in the County of Albany, State of Wyoming, as more fully described on Exhibit "A" attached hereto, and shall be a burden and a benefit to Owners, their transferees, assigns, heirs, and any person acquiring or owning any interest in the Property and improvements situated thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns, to wit:

# ARTICLE I - PURPOSE OF DECLARATION AND EXPANSION THEREOF

1. The Property. It is the purpose and intention of Declarant expressed by their execution of this instrument, that the Property shall be developed and maintained as a highly desirable area pursuant to this Declaration. The property is located within the City of Laramie (hereinafter the "City") and is subject to the ordinances thereof. These covenants and restrictions will be enforced in addition to the City requirements and shall not be interpreted so as to negate or diminish the ordinances and requirements of the City. In the event any City ordinance shall be more restrictive than is provided herein, the City ordinance shall control. Nothing herein shall be construed to require the City to enforce any of the covenants contained herein or assume any responsibility whatever for the maintenance and control of the Common Areas.

# ARTICLE II - DEFINITIONS

- Accessory Structure. When used herein the term "Accessory Structure" shall mean any structure or building which is subordinate to the principal dwelling constructed on any Lot. Accessory Structures may include structures constructed for purposes including, but not limited to, human habitation and/or vehicle storage. Accessory Structures shall be attached to a permanent foundation.
- Architectural Control Committee. When used herein the term "Committee" or "Architectural Control
  Committee" shall mean a committee initially appointed by this Declaration in ARTICLE III for the purpose
  of approving or disapproving all building improvements, structures, fences, etc., and landscaping on the
  Property, and their successors. There may be more than one Architectural Control Committee.
- Common Areas. When used herein the term "Common Area" or "Common Areas" shall mean the real
  property described as follows: Outlot C and D, Block 1, The Meadows Addition to the City of Laramie,
  Albany County, Wyoming.
- 4. Common Expense and/or Assessment. When used herein the term "Common Expense" and/or "Assessment" shall mean any and all amounts assessed against an Owner from any Homeowners' Association for costs and expenses associated with the Property, including, but not limited to, taxes, maintenance of common areas, management of the Homeowners' Association, legal and accounting costs incurred by the Homeowners' Association, and insurance for common areas.
- <u>Dues.</u> When used herein the term "Dues" shall mean the assessments set from time to time by the Homeowners' Association to pay for the Common Expenses and to maintain such reserves as shall be reasonably required.
- 6. <u>Homeowners' Association.</u> When used herein the term "Homeowners' Association" or "HOA" shall mean any homeowners association established for the benefit of the Property, including The Spring Creek Meadows Homeowner's Association, a Wyoming non-profit corporation. If no official homeowners' association entity exists at any given time then the majority vote of all the Lot Owners shall constitute an action of a homeowners' association for purposes of these covenants.
- Improvements. When used herein the term "Improvements" shall mean and include all dwellings, outbuildings, fences, masonry walls, hedges, mass plantings, exterior antennas, and other usual appurtenances common to dwelling usage.
- 8. Lot. When used herein the term "Lot" or "Building Site," shall mean any Lot, or portions thereof, or parcel of land used for residential purposes or incidental thereto.
- 9. Owners. When used herein the term "Owner" or "Owners" shall mean and refer to the record owners, whether one or more persons or entities owning fee simple title to any Lot which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- 10. Planned Unit Development Overlay and/or Planned Unit Development Handbook. When used herein the term "Planned Unit Development Overlay" shall refer to the special zoning district exceptions which were accepted by the City of Laramie as the Subdivision platting process was finalized in accordance with the City of Laramie Unified Development Code in effect in 2017. When used herein the term "Planned Unit Development Handbook" shall refer to the special guidelines and development requirements associated with the Planned Unit Development Overlay for the Meadows Subdivision. A copy of the Planned Unit Development Handbook will be recorded with the office of the Albany County Clerk.
- 11. <u>Plans.</u> When used in ARTICLE III of this Declaration the term "Plans" shall mean: site plans including north arrow, lot number, street names and number, lot dimensions in scale, house and other improvements with setbacks, all paved areas, drainage plan in which existing and future grades showing drainage pattern (must have spot elevation and contours); landscape plan including all planting beds, all

trees and shrubs with identification, sod and seed locations, sizes and names of all plant materials, types of mulch and edging, completion phases and dates, and locations of fences, decks, play areas, storage areas, etc.; architectural plans including complete working drawings, specifications of all exterior materials (trim, siding, windows, doors, roof, railings, shade structures, and ornamentation), engineered foundation plan showing elevation, and exterior perspective showing the street view; and painted or stained samples of siding, trim and masonry; and such additional information as the Architectural Control Committee may require.

## ARTICLE III - IMPROVEMENTS CONTROL

- Architectural Control Committee. There is hereby established an Architectural Control Committee. The
  Committee shall be tasked with reviewing all planned Improvements for any portion of the Property to
  ensure development is done in a consistent manner and in compliance with these covenants. The
  Committee shall at all times consist of no less than three (3) but no more than five (5) members. The
  initial members of the Committee shall be W. Paul Greaser, Jane M. Greaser, and Warren K. Greaser.
- 2. Committee Membership. The initial members of the Committee shall serve until they die, resign, or their successors are duly appointed. In the event of the death or resignation of an initial member of the Committee, the board of directors of the Homeowners' Association shall be allowed to appoint an Owner to replace the departing member. Upon the first to occur of either (1) the completion of the construction of a dwelling on all Lots within the Property or (2) the resignation of the last of the initial members, the Committee membership shall be comprised solely of Lot Owners duly appointed by the board of directors of the Homeowners' Association.
- Term of Committee. The Committee shall become effective on the date these Covenants are recorded and end upon the termination of these Covenants, unless earlier terminated by recorded resolution of the Homeowner's Association.
- 4. <u>Committee Contact Information.</u> Committee contact information can be obtained through any of the Lot Owners or by contacting any director of the Homeowners' Association. Contact information for the Homeowners' Association directors can be obtained through the Wyoming Secretary of State's Office.
- Compensation. The Committee members shall not be entitled to compensation for services performed pursuant to this Article.
- 6. Right to Inspect Improvements. The members of the Committee shall have the right to enter and inspect all construction on Lots located on the Property in order to view, approve and enforce its requirements.
- 7. Approval by Committee. No improvements, including but not limited to houses, fences, walls, garages, drives, parking areas, curbs, and walks, shall be constructed or altered, nor shall natural vegetation be altered or destroyed, nor shall dramatic landscape development be performed, on any Lot, unless complete plans for such construction or alteration are approved in writing by the Architectural Control Committee prior to the commencement of work. If the Committee fails to take action within thirty (30) days after complete plans for such work have been submitted, then such submitted plans shall be deemed to be approved; provided, however, that no building or other structure shall be erected or allowed to remain on any Lot which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license, which may be in contravention of this Declaration, shall not prevent the Committee from enforcing these provisions. Refusal or approval of plans and specifications by the Committee shall be within the sole and uncontrolled discretion of the Committee, and may even be based upon purely aesthetic grounds.
- 8. <u>Variances.</u> Where circumstances such as topography, property line, location of trees, vegetation or other physical interference requires, the Committee may, by two-thirds (2/3) vote, allow reasonable variance of this Declaration to terms and conditions it shall require.
  - All costs and expenses incurred in processing the variance shall be paid in advance by the party requesting the variance.
- General Requirements. The Committee shall require that all construction, landscape improvements, and alterations within the property, including the visual design, materials, color, site location, heights, topography, driveway, grade, and finished ground and foundation elevation, be consistent with and

- complementary to the natural surroundings and existing structures. All construction on the same Lot shall be of the same type materials, color, and design, except fences.
- 10. <u>Preliminary Approvals.</u> Parties who anticipate constructing improvements upon any portion of the Property or who own or contemplate the purchase of a Lot, may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete plans are submitted. Approval or disapproval shall be based upon the complete plans and shall be in writing.
- 11. <u>Plans.</u> The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by this Declaration.
- Liability. The Architectural Control Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith.
- 13. Written Records. The Committee shall keep for at least five (5) years complete records of applications submitted to it (including one set of all plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this Declaration.
- Designation of Member. The Committee shall have the power to designate one of its members to act for the Committee on all matters except those matters requiring a two-thirds (2/3) vote of the Committee.
- 15. Enforcement. In addition to the general powers for enforcement of this Declaration as hereinafter set forth, the Architectural Control Committee shall have the power and the authority in separate action to enforce this Article III in law or in equity, and shall without limitation be entitled to damages, injunctions and removal by condemnation proceeding. If, for any reason, the Committee is unable or unwilling to enforce any of the terms outlined in this Article III then the Homeowners' Association shall have the ability to exercise all rights, responsibilities, powers, and functions of the Committee.

## ARTICLE IV - COVENANTS

The following restrictive covenants shall apply to all the Property, except as otherwise designated, to wit:

#### Improvements to Lots.

- a. No structure other than one (1) principal single-family dwelling and up to three (3) Accessory Structures shall be constructed or erected on any of the Lots in the Subdivision.
- b. All single-family dwellings shall meet the following minimum design and construction standards:
  - Minimum ground floor area of 2,000 square feet, except that any dwellings constructed upon Lots 12, 13, and 14 may be allowed to have a minimum ground floor area of 1,700 square feet.
  - To the extent reasonably possible, dwellings should not appear overly similar to existing dwellings located in the Subdivision.
  - iii. Roofs shall be tile, slate, dimensional asphalt, or as approved by the Architectural Control Committee, and shall have a minimum pitch of four-twelve (4/12) on dwellings constructed. Roofs on dwellings constructed upon Lots 12, 13, or 14 shall have a maximum roof pitch of six-twelve (6/12).
  - iv. Dwellings constructed upon Lots 12, 13, or 14 shall be limited to single story designs.
  - v. The exterior of any building constructed upon a Lot shall be not less than twenty percent (20%) masonry. Artificial stone may be approved by the Committee. All sides of the structure must utilize common exterior materials.
  - vi. Dwelling construction shall comply with any additional standards that may be imposed by the Architectural Control Committee, the Planned Unit Development Handbook, or the City of Laramie.
- c. All Accessory Structures shall meet the following minimum design and construction standards:

- Accessory structures shall match the principal dwelling in design and materials.
- ii. No more than two (2) Accessory Structures shall be allowed on any Lot, unless the principal dwelling does not have an attached garage. If the principal dwelling does not have an attached garage then the Lot shall be allowed to have up to three (3) Accessory Structures.
- iii. The maximum cumulative building footprint of all Accessory Structures located upon any Lot shall be limited to 1,500 square feet or the building footprint of the principal structure, exclusive of garages, whichever is less.
- iv. Construction of any Accessory Structure shall meet the same standards applicable to the single-family dwelling located on the same Lot.
- v. The construction materials used on Accessory Structures shall be the same quality, color, materials and style as the single-family dwelling located on the Lot.
- vi. The distance separating any Accessory Structures from the single-family dwelling located on the Lot shall be subject to the approval of the Architectural Control Committee. The intent of Declarant is that all structures on a Lot shall appear to constitute an integrated unit.
- vii. Construction of any Accessory Structures may not precede but must be contemporaneous with or subsequent to the construction of the principal dwelling.
- viii. Accessory Structure construction shall comply with any additional standards that may be imposed by the Architectural Control Committee, the Planned Unit Development Handbook, or the City of Laramie.
- d. Setback requirements for structures constructed on all Lots are outlined in the Planned Unit Development Handbook for The Meadows Subdivision, which can be obtained from the City of Laramie and is recorded with the Office of the Albany County Clerk, Albany County, Wyoming.
- e. No building shall be erected, altered, placed, or permitted to remain on any Lots other than a newly constructed building. Pre-manufactured homes, modular homes, and mobile homes are all expressly prohibited from being used upon the Property. No structure may be moved from another location outside the Subdivision and placed upon any Lot located within the Subdivision.
- f. All buildings and other improvements constructed upon a Lot shall be kept in a state of good general condition and repair at all times.
- g. Without prior written approval by the Architectural Control Committee, no more than one (1) Accessory Structure located on a Lot covered by these covenants shall at any time be used for human habitation, temporarily or permanently.
- h. At no time shall a temporary structure or any type of vehicle located upon either a Lot or the Ashley Street right-of-way areas within the Subdivision be used for human habitation.
  - i. All fences shall meet the design and construction standards imposed by the Architectural Control Committee, including any Architectural Control Committee Review Guidelines which may be in effect at the time of the fence construction, along with any additional standards imposed by either the Planned Unit Development Handbook or the City of Laramie.
- All driveways shall meet the following minimum design and construction standards:
  - i. All driveways must be paved using either asphalt or concrete.
  - Driveways shall be constructed with at least 5 inches of crushed base under asphalt or constructed with concrete.
  - iii. Circle drives shall be allowed only on Lots 1-11 and 15 and depending upon the driveway design, Lot 12.
  - iv. The maximum paved driveway width at the intersection of the driveway and Ashley Street shall be 24 feet.
  - v. Driveway construction shall comply with any additional standards that may be imposed by the Architectural Control Committee, the Planned Unit Development Overlay, or the City of Laramie.
- j. It is the intent of Declarant that the natural landscape of the Subdivision be preserved to the

greatest extent possible. All landscaping conducted on any given Lot shall comply with the standards imposed by the Architectural Control Committee, the Planned Unit Development Overlay, or the City of Laramie.

k. It is Declarant's intent that the westerly viewshed of each Lot, overlooking LaPrele Park, be preserved for each Lot whenever possible. No building or landscaping shall be erected, altered, placed, or permitted to remain on any Lot when such structure or landscaping limits another Lot's westerly viewpoint except as may be authorized by the Architectural Control Committee.

#### 2. Use Restrictions.

- a. Further subdivision of any Lot is expressly prohibited.
- b. There shall be no on-street parking allowed upon that portion of Ashley Street located within the Subdivision.
- All vehicle access to Lots must be from City streets. The Property will not contain any alleys.
- d. Lots shall be used for residential and common space purposes only, except that professionals, such as doctors, lawyers, architects, accountants, and real estate brokers may maintain professional offices within their homes so long as they do not have employees working on the premises that reside off the premises.
- e. No noxious or offensive activities shall be carried on upon any Lot which may become an annoyance or a nuisance to the neighborhood. Further, no livestock, domestic fowl, or kennels, shall be carried on upon any Lot, except as follows:

<u>Household Pets:</u> Cats, dogs, or other household pets may be kept, provided that any animals so kept upon the Property shall not be kept, bred, or maintained for any commercial purpose. There shall be no more than four aggregate total household pets kept on any Lot.

All animals and birds shall be kept within a fenced area except cats. Notwithstanding anything to the contrary, the pet owner shall have the responsibility to control at all times noises, offensive activities, noxious odors, dust from his premises, enclosures and appearance of his premises. The purpose of this Declaration is to maintain a highly desirable area.

- f. All clothesline equipment, satellite dishes over two feet in diameter, radio and television antennas, wood piles, storage piles, or solar panels shall be screened so as to conceal them from the view of the neighboring lots or streets.
- g. Solar panels and/or wind turbines of any type are not allowed to be installed upon any Lot without the approval of the Architectural Control Committee.
- h. Specialty antennas utilized for purposes other than television must be approved by the Committee.
- No trash burning shall be permitted on any Lot. All rubbish and trash shall be promptly removed from the Lots and shall not be burned in the Subdivision.
- Each dwelling unit shall install and use an approved garbage disposal unit connected to the plumbing. Such unit shall be in operating condition whenever the dwelling is occupied.
- k. Each Owner of a Lot shall be responsible for keeping grass, shrubs, trees, and other plantings on such site in an attractive condition.
- Lot Owners shall be prohibited from placing any natural or man-made materials upon their Lot without prior approval from the Committee. This restriction applies to any materials which are not located upon the Lot at the time these covenants are recorded and include, but are not limited to, vegetation, lawn art, collectibles, machinery, wagons, vehicles, boulders, water features, flag poles, and playground equipment.
- m. No waste or materials of any kind may be stored on a Lot except for a reasonable term while a structure on said premises is under construction. During construction, it shall be the Lot Owner's responsibility to ensure that all construction related trash, waste materials, and debris are contained. All building materials must be secured and protected. The Lot Owner bears the

responsibility to ensure that at no time during or after the construction will any trash, debris, or material of any kind be allowed to blow or be carried off of the Lot to other Lots, the Subdivision's public right-of-way roads, common space, or surrounding properties.

- n. Only vehicles and machines of good running condition which are currently licensed and registered are permitted upon any Lot and require a fence or screened planting to surround any boats, automobiles, implements, machinery, motorhomes or trailer storage areas. All Lots and premises shall be kept in a clean and sanitary condition at all times.
- o. No temporary house, tent, mobile home, or trailer shall be allowed on any Lot, EXCEPT during construction of permanent improvements not to exceed one (1) year in duration and during temporary use not to exceed one (1) month of continuous occupancy. No dwelling shall be occupied in any manner prior to its completion.
- p. Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or street except as is necessary during the period of construction. In the event of a fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform with this Declaration; or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundations and all debris, shall be promptly removed from the property. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.
- q. Easements and rights-of-way, as shown on the recorded plat, are hereby reserved in the Property for the purpose(s) so designated on the plat. Within these easements, no structure, planting, or other material(s) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements. The easement areas of each Lot and all improvements in those areas shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. For side lot drainage easements, the lowest portion of the easement shall coincide with the lot line wherever practicable.

#### Common Areas.

- a. Either the Declarant or the Homeowners' Association shall have the right to install and maintain a fence around the perimeter of the Subdivision. See the attached Exhibit B titled "Perimeter Fence Plan" for detailed information about the perimeter fence.
- Common Areas shall, to the greatest extent possible, be preserved in their natural state as a dry land prairie for the benefit and enjoyment of all Lot Owners.
- Common Areas shall be used only for passive recreational purposes, such as walking or crosscountry skiing.
- d. As long as damage is not being suffered by any individual or structure located within the Subdivision, deference in utilization of the Common Areas should always be given to the wildlife that may inhabit or pass through the Common Areas.
- Domestic pets shall not be allowed and/or encouraged to chase, harass, or in any other manner interfere with wildlife located within the Common Areas.
- Fishing is expressly prohibited within any body of water or waterway located within the Common Areas.
- g. Hunting, trapping, and/or the extermination of any wildlife within the Common Areas is expressly prohibited except that the Homeowners' Association may use any means reasonably necessary to remove wildlife from the Subdivision to preserve the safety of any Lot Owners and/or any structures built within the Subdivision.
- h. No motor vehicles of any kind shall be allowed within the Common Areas except for maintenance vehicles authorized by the Homeowners' Association or the City of Laramie.
- All ingress and egress between the Common Areas and LaPrele Park shall be limited to the utilization of established gated areas located within the perimeter fencing between the Common Areas and LaPrele Park.

- 4. Homeowners' Association. The ownership of any Lot subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in any Homeowners' Association holding title to outlots or common areas associated with the Subdivision. The Homeowners' Association shall hold title to, maintain, and manage certain real and personal property assets located in, or appurtenant to, the Subdivision, including, but not limited to, the outlots located to the west of all buildable Lots and north of the northern most Lots. The Homeowners' Association shall have the non-exclusive power to enforce these covenants along with the power to assess Dues against Lot Owners for the costs of managing and maintaining the common areas. The Owner of each Lot located within the Property shall be responsible for paying any Dues or special Assessments made by the Homeowners' Association against the Lot Owners, regardless of whether or not the Owner chooses to participate as a member in the Homeowners' Association. The Homeowners' Association shall have the power to file a lien against any Lot and to foreclose upon such lien in the event the Lot Owner fails to timely pay their Dues. Lot Owners shall be required to pay interest on any Dues that are left unpaid more than thirty (30) days after their due date at the rate of eighteen percent (18%) per annum, along with any costs of collection and/or legal fees incurred by the Homeowners' Association.
- 5. Exceptions to Covenants. As of the effective date of these Covenants there is an existing residential structure, along with Accessory Structures, located upon Lot 15. Any improvements made to Lot 15, including, but not limited to, structures, landscaping, signage, or driveways as of the date the final plat for the Subdivision is recorded shall be exempt from the requirements imposed under these Covenants.

# ARTICLE V - GENERAL PROVISIONS

- 1. Enforcement. The Owner or Owners of any Lot within the Property or Lot contiguous to the Property and/or the Homeowners' Association may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any individual or entity violating or attempting to violate any of said restrictions and limitations, either to recover damages for such violation or to restrain such violation or attempted violation. The prevailing party shall be entitled to judgment against the losing party for all attorney's fees and costs of suit. Prior to an Owner initiating any action at law or equity the Owner must first present a written grievance to the Homeowners' Association and provide the Homeowners' Association thirty (30) calendar days to enforce any violation of the restrictions herein imposed.
- 2. Amendments. During the time that the Lots consist of vacant land (meaning there are no structures on the lots that have been granted certificates of occupancy by the City of Laramie) these covenants may only be amended with the vote of two-thirds (2/3) of the owners of Lots and the consent of the Declarant. Once structures obtaining certificates of occupancy by the City of Laramie have been constructed on each of the Lots then from that point forward these covenants may be amended by the vote of two-thirds (2/3) of the owners of Lots without any involvement by Declarant. The provision (Article IV Paragraph 2e) that disallows livestock, domestic fowl, or kennels may only be amended with the vote of one-hundred percent (100%) of the owners of Lots.
- 3. Term. The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described Property for a period of twenty-five (25) years from the date these covenants are recorded in the office of the Clerk of Albany County, Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the total Lots within the Property has been recorded in the office of said County Clerk, agreeing to change or terminate said covenants in whole or in part.
- Severability. Should any part of this Declaration be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining part of this Declaration.
- Headings. Headings used herein are for convenience of reference only and shall in no way define, limit, or prescribe the scope or intent of the provisions under this Declaration.
- 6. <u>Construction.</u> Words of the masculine gender shall include the feminine and neuter genders and when the sentence so indicates, words of the neuter shall refer to any gender. Words in the singular shall include the plural and vice versa. This Declaration shall be construed according to its fair meaning.
- Minor Amendments. To meet the requirement of any first mortgage lender or intended lender or prior to the sale of two-thirds (2/3) of the Lots from Declarant to other Owners, Declarant reserves the right to

- amend this Declaration to provide for a better community of development so long as the general residential theme is protected.
- 8. <u>Bulk Conveyance by Declarant.</u> In the event Declarant shall convey a substantial part of their remaining land to a new developer and so designate in the conveyance or by separate recorded instrument that the grantee is to be "the new developer," the new developer shall then have all the rights as herein reserved to the Declarant.

THESE DECLARATIONS are signed and executed this 25 day of 00 to be \_\_\_\_\_\_, 2017.

# RAWSTONE DEVELOPMENT, INC.

Ву:	W	1	2		
	Preside	ent			
W. PA	AUL GREA	ASER REV	OCABLE	TRUST	

W. Paul Greaser, Trustee

STATE OF WYOMING )
) ss.
COUNTY OF ALBANY )

My commission expires: Ochber 23,2020



#### **EXHIBIT A**

Lots 1 through 15 and Outlots C and D of Block 1, The Meadows Addition to the City of Laramie, Albany County, Wyoming.