

STATE OF WYOMING

COUNTY OF UINTA

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Amanda Hutchinson Uinta County Clerk By JS



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HOPE ACRES LLC SUBDIVISION, PHASE 2, A SUBDIVISION OF UINTA COUNTY, WYOMING
PLATS OF TRACTS WITHIN THE BLOCK 2 AND 3 OF HOPE ACRES PHASE 2 AND
BLOCK 1 OF HOPE ACRES PHASE 3.

THIS DECLARATION is made as of August 18, 2022, by Hope Acres, LLC, hereinafter referred to as "Declarant", the owner of the property described on the Plat of Tracts within the Block 2 and Block 3 of Hope Acres Phase 2, Uinta County, WY, said plat being recorded in the office of the Uinta County Clerk on the 24 day of June, 2021, as Entry No.1107596, and within the Block 1 of Hope Acres Phase 3, Uinta County, WY, said plat being recorded in the office of the Uinta County Clerk on the 26 day of April, 2022, as Entry No. 1122464 in Uinta County, Wyoming, and which is hereinafter referred to as "the Land".

NOW, THEREFORE, Declarant hereby declares that all of the Land described shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the Land or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each Owner thereof.

Part A. DESIGNATION OF LOTS

The recorded one (1) page plats divide the Land into fourteen (14) separately described lots.

Part B. RESIDENTIAL AREA COVENANTS

1. **Land use.** All lots shall be used for residential purposes.
2. **Architectural Control.** No house, garage, outbuilding shall be commenced, placed, constructed or reconstructed, or relocated upon any lot, until written detailed plans and specifications showing the nature, kind, shape, dimensions, materials and location of the same shall be submitted to and approved in writing by the Architectural Control Committee, hereinafter referred to as the "Committee", as to harmony of external design and of color with existing structures, and as to location in relation to surrounding structures and topography and finish grade elevations. A written statement signed by the builder acknowledging that he/she has been provided a copy of these covenants shall also be submitted to the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that:

- 1) The construction contemplated and the locations indicated will not be detrimental to the appearance of the surrounding area of the subdivision as a whole,

2) The appearance of the structure will be in harmony with the surrounding structures,

3) That the upkeep and maintenance thereof will not become a burden on the other Owners

3. **Construction and Building Type.** All buildings erected on any lot shall be one single family dwelling structure with an attached garage, hereinafter referred to as "the House", and an accessory building, hereinafter referred to as "the Outbuilding". All buildings shall be designed in a character in keeping with the landscape and style of the area. The following restrictions and covenants shall apply to all Houses and Outbuildings constructed on the lots:

- The exterior color of all Houses shall be low-reflecting, and in harmony with the environment. Fluorescent, neon, or bizarre colors shall be prohibited.
- All Houses shall be affixed to a permanent concrete foundation. Cinder block foundations are prohibited.
- All Houses shall have an attached garage which holds no less than two (2) standard-size vehicles.
- All Houses shall have a concrete pad adjacent to the House which will provide parking for at least two vehicles.
- If permitted by the Town of Lyman and with submission and approval in writing by the Committee one studio apartment or "mother in law" apartment may be built if it is attached to the House or the Outbuilding. The detailed plans must be approved by the Committee.
- With submission and approval in writing by the Committee an additional Outbuilding may be installed. The detailed plans must be approved by the Committee. "Connex" type storage containers are not permitted.
- Manufactured homes, single-wide and double-wide mobile homes, and trailer houses are prohibited.
- "Bardaminium" or "Shouse" structures are permitted under the following conditions:
 1. It is on a fixed concrete foundation
 2. It is no less than 2000 square feet
 3. It has an onsite built, inviting, concrete porch and covered entryway
 4. It has an aesthetically pleasing design
- Modular House is permitted under the following conditions:
 1. It is on a fixed concrete foundation
 2. It is no less than 1800 square feet
 3. It has an attached 2-car garage of no less than 25'x25'
 4. It has an onsite built, inviting, concrete porch and covered entryway
 5. It has rock or brick on at least 40% of the front of the house

4. **Completion of Construction.** The construction of all Houses shall be completed within twelve (12) months from the date of excavation for the foundation of the House is

commenced. No tent, shack, garage, barn or other building erected on a lot may be dwelt in during the construction. Declarant may place trailers or mobile homes on lots for a period not to exceed (1) year to serve as temporary housing for persons performing construction or development work on the Subdivision. The construction of all Outbuildings shall be completed within six (6) months from the date of excavation for the foundation of the Outbuilding is commenced.

5. **Setbacks.** All Houses and Outbuildings will be constructed in locations according to the current Town of Lyman setback codes.
6. **Fences.** A lot Owner is not required but may fence their lot. All fences, other than landscaped soil mounds or hedgerows, shall be constructed of fencing material. Landscaped soil mounds may not exceed four (4) feet in height. All sections of fencing material must be the same style and color. Backyard fences shall not exceed six (6) feet in height. Front yard fences and any fencing that extends beyond the House or garage towards the front of the lot shall not exceed four (4) feet in height. All fences shall be placed in compliance with the fencing and setback required by the Town of Lyman. The lot Owner shall submit a written fence plan to the Committee for approval before commencing construction of the fence. All fences, hedges, plants or similar type barriers shall be properly maintained by the Owner and shall not be allowed to become in disrepair, weed infested or a nuisance.
7. **Owner Aesthetic and Repair Obligations.** It is the duty of each Owner, at his/her cost and expense, to maintain, repair, replace and restore his/her lot and any improvements located thereon. All lots shall be created and kept in a beautiful, safe, and attractive condition. This includes, but is not limited to, weed control. If this is otherwise violated the Committee shall have the right, upon fifteen days' prior written notice to the Owner, to make repairs or to perform maintenance and the cost thereof shall be charged to the Owner and become a lien upon his/her lot and improvements. Campers and RV's may be stored on the lot if they are parked on a concrete pad or gravel where no weeds are permitted to grow.
8. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash shall be kept in covered sanitary containers. All inoperable equipment or vehicles must be in an enclosed structure.
9. **Easements.** Easements are shown on the recorded plat for installation and maintenance of utilities. Within these easements, no structure, planting or other materials 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 flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner, except those improvements for which a public authority or utility company is responsible. However, nothing in this paragraph shall be interpreted as prohibiting construction of walks, driveways, etc., over the easements, subject to the rights of those with easements to make necessary repairs and conduct necessary maintenance along such easements.
10. **Landscaping.** When any authorized House or improvement is constructed on any lot, the Owner shall cause the property to be landscaped within twelve (12) months after the construction of the House or improvement. The landscaping shall include leveling the lot, improving the lot by planting grass or laying sod or turf, planting suitable trees and shrubs,

placing gravel or concrete. All lawns and other landscaping shall be routinely mowed, weeded, fertilized and watered to maintain a pleasant appearance.

11. **Animals.** Owner will comply with all Town of Lyman codes regarding animals. Any animal residing on any lot will not be a nuisance to the neighborhood or the subdivision. Fencing for dog runs shall not exceed six (6) feet in height and must be screened from the neighbors if necessary. The Owner shall take all steps necessary to contain their animals within the boundaries of their lot.
12. **Maintenance of Livestock Areas.** It is the Owners' responsibility to keep all livestock areas neat and sanitary.
13. **Inoperable and Stored Vehicles.** No motorized vehicles, motorcycles, trailers, boats, airplanes, or other vehicles are to be parked or stored outside on a lot unless they are running or usable condition, are being regularly used and properly licensed. Such vehicles which are in disrepair or not used, may be kept by the Owner only if they are placed, parked, or stored within a garage or the Outbuilding.
14. **Commercial Businesses.** A lot Owner may operate a commercial business from the lot, or any improvement located on the lot under the conditions that it is licensed in accordance with the Town of Lyman requirements. Signage will be kept classy and to a minimum.
15. **Outbuildings.** Unless otherwise approved by the Committee, there shall be no more than one (1) Outbuilding constructed, erected, or placed on each lot. The Outbuilding shall be located behind or to the side of the House. Written plans for all Outbuildings shall be submitted and receive prior approval from the Committee and be constructed or placed on lot and have the same appearance and exterior color as the House. No "Connex" type storage containers allowed.
16. **Binding on Successor.** The covenants, conditions and restrictions described in this Declaration, shall be binding and apply to all the lots in the Subdivision. The Owner of a lot in the Subdivision shall provide a copy of the Covenants to their successor anytime they sell, transfer or assign the lot.

Part C: THE COMMITTEE

Operation of the Committee shall be as follows:

1. Composition of the Committee. The Committee shall consist of three lot owners, hereinafter referred to as "Committee". The Declarant shall have the right to select, remove, and replace the members of the Committee for five (5) years from the date that this instrument is recorded in the office of the County Recorder of Uinta County, Wyoming, or until 80% of the lots in the Subdivision have been sold by the Declarant, whichever occurs first. Thereafter, members of the Committee shall be elected by secret written ballot of a majority of the Owners of lots in the Subdivision, hereinafter referred to as the "Owners." Nomination for positions on the Committee shall be made by the Owners and by the nominee named therein indication the Owner's willingness to serve as a member of the Committee if elected. Members of the Committee shall be required to be Owners. The three nominees who receive the greatest number of votes in the ballot shall be elected and shall serve for terms of three (3) years as members of the Committee or until their successors are elected, whichever occurs last, unless they resign or are removed prior to such time. Members of the Committee may resign at any time. Following

the expiration of the period of control by the Declarant as provided in this paragraph, the majority of the Owners shall have the right to remove with or without cause any or all members of the Committee.

2. Meetings of the Committee. The Members of the Committee shall meet at least Annually and from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopt in writing, designate a Committee Representative (who may, but need not, be one of its Members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to paragraph 12 hereof. In the absence of such designation, the vote of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.

3. Enforcement of Covenants. The Committee may enforce and administer these Covenants, and shall take all action necessary to enforce them, including judicial remedies for injunctive relief.

4. Rules and Regulations. The Committee shall have the authority to adopt such rule and regulations as it may reasonably deem appropriate to enforce and further the interests and purposes of these Covenants.

5. No Waiver of Future Approvals. The approval of the Committee to any proposals, plans, specifications, or drawings for any work done or proposed that requires the approval and consent of the Committee shall not be deemed to constitute a waiver or any right to withhold approval or consent as to any similar proposals, plans, specifications, drawings or matter subsequently or additionally submitted for approval or consent by the same party or a different party.

6. Compensation of Committee. The Committee members shall receive no compensation for services rendered other than reimbursement for expenses incurred in performance of the duties herein.

7. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

- a. Upon completion of any work for which approved plans are required to be submitted to the Committee, the Owner shall give written notice of the completion to the Committee.
- b. Within 60 days thereafter, the Committee or authorized representative may inspect such improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of the noncompliance, specifying the particulars of the noncompliance and request the Owner to remedy the same.
- c. If upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Committee shall notify all of the other Owners in the Subdivision in writing of such failure. Upon notice and a meeting, a majority of Owners at the meeting, shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner of the lot shall remedy or remove the noncompliance within a period not more than forty-five (45) days from the date of the meeting where a decision was made by a majority of Owners. If the Owner does not comply with the decision of the Owners, then any other Owner

shall have the right to pursue the remedies provided in the ENFORCEMENT section herein.

8. Non-liability of Committee Members. Neither the committee or any member thereof, nor its duly authorized representative shall be liable to any Owner or Owners for loss, damage or injury arising out of or in any way connected with the performance of the Committees duties unless due to the willful misconduct of the Committee or Committee Member. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and Subdivision generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural or other safety or conformance with building or other codes.

9. Variances. The Committee may authorize variance from compliance with any of the architectural provisions of the Declaration, including restrictions upon height, size, floor area, or placement of structures when circumstances such as topography, natural obstruction, hardship, aesthetic or environmental consideration may require. Such variance must be evidenced in writing and, if necessary, must be approved by the Planning and Zoning Committee in the Town of Lyman. If such variances are granted, no violation of covenants, conditions, and restrictions contained in this Declaration or any amendment thereof shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provision of this Declaration or of any amendment thereof. The purpose of the variance is for the particular lot and particular provision covered by the variance process, nor shall it affect in any way the Owner's duty to comply with all governmental laws and regulations affecting the Owner's use of the premises, including, but not limited to zoning ordinances, lot set back lines or requirements imposed by any governmental authority.

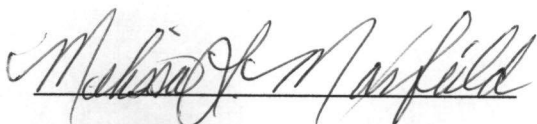
Part E: ENFORCEMENT

1. Covenants to Run with Land. These covenants and restrictions are to run with the Land and shall be binding on all Owners and all persons claiming under them until August 18, 2032, at which time said covenants shall be automatically extended for three successive periods of 10 years each. At any time prior to 80% of the lots being sold by the Declarant this Declaration may amend in whole or in part. Also, at any time after 80% of the lots in the Subdivision have been sold by the Declarant, this Declaration may be further amended in whole or in part by any Owner delivering to all Owners a complete written copy of any such proposed amendment, and by thereafter obtaining the written consent of at least two-thirds (2/3) of the then Owners to any such proposed amendment.

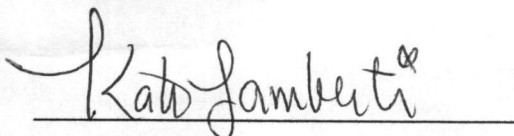
2. Severability. Invalidation of this Declaration or any part hereof by judgements or court order shall in now wise affect any of the other provisions, which shall remain in full force and effect.

SIGNED this 10 day of October, 2022

HOPE ACRES LLC



Melissa L. Maxfield, President



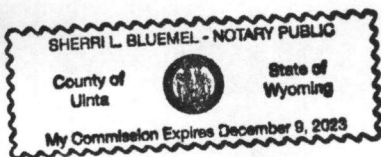
Kate Lamberti, Vice-President

(STATE OF WYOMING)

(COUNTY OF UINTA)

The foregoing instrument was acknowledged before me Melissa L. Maxfield and Kate Lamberti who are the President and Vice President of Hope Acres LLC, this 10 day of Oct, 2022.

Witness my hand and official seal.


Notary Public

My Commission Expires: 12/09/2023

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