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**BLACKMORE HOMES, INC.  
2006**

**DECLARATION OF CONDITIONS, COVENANTS,  
RESTRICTIONS, EASEMENTS, CHARGES AND ASSESSMENTS  
AFFECTING THE REALPROPERTY KNOWN AS BLACKMORE VISTA  
ADDITION**

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# **BLACKMORE HOMES, INC.**

**2006**

## **DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND ASSESSMENTS AFFECTING THE REALPROPERTY KNOWN AS BLACKMORE VISTA ADDITION**

**WHEREAS, BLACKMORE HOMES, INC., a Wyoming corporation, "Owner-Developer," is the owner in fee simple of certain real estate property located in Natrona County, Wyoming known as Blackmore Vista Addition thereto and which is more particularly described as:**

**Blocks 1-10, Blackmore Vista Addition, an Addition to Natrona County, State of Wyoming, and the common area appurtenant thereto as shown on the plat and dedication thereof ("plat") recorded in the office of the County Clerk of Natrona County, Wyoming, on September 23, 2005 as Instrument No. 776279.**

**NOW, THEREFORE, the Owner-Developer, for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts, and in order to ensure the use and development of the property, Owner-Developer hereby declares upon the recording hereof, establish Blackmore Vista Addition as a planned project and do declare that Blackmore Vista Addition shall forever be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, unless vacated, waived, revoked, abandoned or terminated as herein provided, subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration and the By-Laws, all of which shall be deemed to running with the land described above and shall be a burden and a benefit to the Purchaser-Owners, Owner-Developer and any persons acquiring or owning any interest in BlackMore HomeS, Inc., their grantee, heirs, devisees, executors, administrators, successors and assigns. In furtherance of the establishment of this project, it is provided as follows:**

### **SECTION I DEFINITIONS**

**The following words and expressions as used in the Declaration have the meaning indicated below unless the context clearly required another meaning:**

- 1. "Association" shall mean and refer to Blackmore Vista Homeowners' Association, Inc., a non-profit Wyoming corporation, its successors and assigns, organized for the administration of and enforcement of this Declaration.**
- 2. "Association Expenses" shall mean all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including, but not limited to, the following:**

**(a) Any cost of correcting any breach of covenant, to the extent the Association fails to obtain reimbursement from the Owner therefore;**

**(b) Any cost of prosecuting or defending any civil action relating to these Covenants and Restrictions, relating to a breach of covenant or the enforcement thereof, or relating to the indemnification of the directors and officers of the Association therefore, including but not limited to reasonable attorney's fees and court costs; and**

**(c) Any costs associated with maintenance and development of a Common Area or Lot purchased by the Association.**

- 3. "Board of Directors" shall mean the Board of the Directors of the Association.**
- 4. "Common Expense Items" refers to all expenses for maintenance, repair, operation, management and administration, with respect to the common property and areas of common concern.**
- 5. "Common Property" refers to the real estate and improvements included in the following Lots of Blackmore Vista Addition: Block 1, Lots 35, 36, 37; Block 4, Lots 32, 33, 34; Block 5, Lot 11; Block 7, Lot 28; Block 10, Lots 28, 29.**
- 6. "Covenants and Restrictions" shall mean the covenant, restrictions, obligations, easements, reservations, conditions, limitations, agreements and rights set forth in this Declaration.**
- 7. "Owner-Developer" shall mean BlackMore HomeS, Inc., a Wyoming corporation, its successors and assigns, if any such successor or assignee acquires any undeveloped portion of Blackmore Vista Addition.**
- 8. "Owner-Developer Control Period" shall mean the period commencing from the date hereof and ending on the date that the last Lot has been transferred from Owner-Developer to another Buyer-Owner in the entire development known as Blackmore Vista or at the election to terminate the Control Period by the Owner-Developer, which ever one comes first.**
- 9. "Properties" shall mean and refer to all certain real property hereinbefore described.**
- 10. "Living Unit" refers to a dwelling together with the lot.**
- 11. "Lot" shall mean and refer to any lot or numbered tract of land shown upon any recorded plat of the Properties.**
- 12. "Costs of Collection" refers to expenses and charges incurred, including attorney's fees**
- 13. "Homeowner" shall mean and refer to the person or persons having fee simple legal title to a living unit. If more than one person has such title all such person are referred to collectively as "homeowner" and such owners shall exercise their rights as one homeowner through such one of them as they may designate from time to time.**

14. **“Maintenance” shall mean the exercise of reasonable care to keep common property, easements of ingress and egress, drainage easements, water retention easements, utility easements, parks, landscaping, and other related improvements and fixtures in a condition comparable to their original condition.**
15. **“Official Approval” shall mean the written approval (a) of the Owner-Developer during the Owner-Developer Control Period, or (b) of the Association after the Owner-Developer Control Period.**

**SECTION II  
PROPERTY SUBJECT TO THIS DECLARATION**

1. **Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this declaration, is located in Natrona County, Wyoming, and comprises all of the lots, tracts, and easements shown and/or platted within or upon the property legally described as follows:**

**Blocks 1-10, Blackmore Vista Addition, an Addition to Natrona County, State of Wyoming, and the common area appurtenant thereto as shown on the plat and dedication thereof (“plat”) recorded in the office of the County Clerk of Natrona County, Wyoming, on September 23, 2005 as Instrument No. 776279.**

2. **Platting and Subdivision Restrictions. The Owner-Developer shall be entitled at any time and from time to time, to plat and/or re-plat any and all parts of the property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portion of, or additions to, Blackmore Vista.**

**SECTION III  
COMMON PROPERTY AND EASEMENTS**

1. **The Owner-Developer or Association will administer and maintain the common property.**
2. **Each Homeowner, to the extent that a foundation, supporting column, exterior wall, common wall, entrance gate, utility meter, downspout, roof or eave on his living unit may trespass on the streets or on an adjoining lot, shall have an encroachment easement for the maintenance, repair and restoration, which easement shall be appurtenant to his lot and living unit.**
3. **The Homeowners’ with common walls shall be subject to the following easements in favor of the Living Unit benefited:**
  - a. **For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communications wiring and cables and all other utility lines and conduits which**

are a part of or service any other Living Unit and which pass across or through a portion of the adjoining Living Unit.

- b. For the installation, repair, maintenance, use, removal or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or service any adjoining Living Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the use of the adjoining Living Unit or impair or structurally weaken the adjoining Living Unit.
- c. For the purpose of driving and removing nails, screws, bolts and other attachment devices into the Living Unit side surface adjoining another Living Unit (i.e. common wall), this encroachment into the common wall of the adjacent Living Unit; provided that any such action will not unreasonably interfere with the common use of any part of the common wall, adversely affect either the thermal or acoustical character of the Living Unit or impair or structurally weaken the adjoining Living Unit.

4. The streets in Blackmore Vista Addition have been dedicated to the City of Casper.

5. Exclusive and non-exclusive easements of enjoyment in Blackmore Vista common areas shall be subject to:

a. Reasonable rules adopted by the Association or Owner-Developer on which the Homeowner has non-exclusive easements of enjoyment of the common properties;

b. The Association or Owner-Developer has the right to suspend enjoyment rights of common property to a Homeowner for a period of time in which any assessment remains unpaid;

c. The right of the Association or Owner-Developer, after due notice and an affirmative vote of 2/3<sup>rd</sup> of the Homeowners, to transfer for public use all or any part of the common property.

#### SECTION IV GENERAL RESTRICTIVE COVENANTS

1. General Use Restrictions – Lots. No living unit or Lot shall be used or occupied except for private residential purposes. Each numbered Lot shall be used exclusively for single-family residence or Association purposes, with exception to all prohibited activities listed in Section IV (2) below.

2. Prohibited Activities:

(a) Except that any residence constructed on any Lot may be leased by the homeowners thereof for rental income purposes, no business, commercial or manufacturing enterprise, or any enterprise of any kind or nature, whether or not

conducted for a profit, shall be operated, maintained, or conducted on any Lot or in any part of the Common Area of the Properties, or on any improvement erected or placed therein, nor shall any residence, or any part thereof, be used as a boarding or rooming house, nor shall any signs, billboards or advertising devices, except hereinafter provided, erected, placed or permitted to remain on the Properties, provided, however, that one "For Rent" or "For Sale" sign, which shall be no longer than six (6) square feet, shall be permitted on the street side of any lot, and one entrance gate sign identifying the owner or occupant of the Lot, of a style and design as approved by the architectural committee shall be permitted; otherwise, no advertising sign, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any lot or common area.

- (b) No vehicles, trailers or other means of land or water transport, conveyance or mobile housing, wheeled or otherwise or of any kind or nature, shall be parked overnight in the public streets situate adjacent to the Properties, and the private driveways serving each lot shall be used only for the parking of cars and one pickup truck-camper not larger than the now (as of the date hereof) standard American manufactured car or three-quarter ton pickup truck-camper. All other vehicles, trailers, conveyances, means of transportation or mobile housing and mobile or motive equipment of every kind or nature must be stored outside said subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the public street or the private driveways for a period of more than twenty-four (24) hours at any one time or as a repeated manner of practice. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere within Blackmore Vista Addition except within the garage portion of a living unit.
- (c) No obnoxious, offensive or hazardous activity of any kind, commercial or otherwise, including specifically activities productive of noise, odors, or other objectionable manifestations, as determined by the Board of Directors, shall be conducted or permitted on any of the Lots or Common Areas nor shall anything be done which may be or become an annoyance or nuisance to homeowners. No activity shall be done tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. The homeowners will be responsible for all obnoxious or offensive activities of their guests and invitees.
- (d) No animals, livestock or poultry of any kind shall be raised, kept or bred on the Properties, except that the Owner of any lot may keep within the confines thereof (including the patio appurtenant thereto) domestic fish, birds, or reptiles and/or not more than a total combination of dogs and cats in excess of two, provided that such animals are not kept, bred or maintained for any commercial purposes. No animals shall be allowed to run loose at any time. No animal will be allowed which barks, howls, or makes other noises or odors so as to disturb neighbors or the neighborhood to a degree which in the opinion of the Association is unreasonable.

**Animals, as defined in Section IV(2)(d) above, may be kept within living unit without written permission of the Board of Directors. The following apply directly to any animal kept within the living unit;**

- 1. Animals shall not be obnoxious or offensive as determined by the Board of Directors;**
  - 2. No savage or dangerous animals;**
  - 3. Homeowner will be responsible for damage caused by loose animals;**
  - 4. Board of Directors may adopt new regulations from time to time according to current animal issues;**
  - 5. Homeowner shall be fined for violations of these provisions under the following procedures:**
    - a. Ten days prior written notice to homeowner of such violation**
    - b. Opportunity to have a hearing with the Board.**
    - c. If, after a final ruling by the Board or failure to object, the Homeowner will charged a fine of \$10.00 per day for the violation(s) written in the written notice.**
- (e) Other than landscaping of the Common Area and the possible planting thereof with grasses, shrubbery, trees and the construction and installation of drainage facilities, no major structures or buildings shall be placed, installed or constructed upon common area by the Association. With respect to the storm drain easement and flood channel shown on the plat of Blackmore Homes, which transverses a lot area, no permanent structures shall be permitted within the flood channels which are not related to the control of water therein.**
- (f) No exterior clothes lines shall be permitted on any lot or easement appurtenant thereto, and no garments, rugs or other material shall be hung or suspended from any window of any structure nor shall any rug or like material be cleaned by beating the same on any exterior part of any such residential structure.**
- (g) No detached radio or television aerial, antenna, or satellite receiving dish exceeding 19 inches in diameter shall be permitted on any Lot, and no aerial attached to any residence or garage shall have a height exceeding three (3) feet above the roof line of the residence or garage to which it is attached. Each Living Unit is limited to two (2) such devices.**
- (h) No tree or shrub, the trunk of which exceeds two and one-half (2 ½) inches in diameter, shall be cut down or otherwise destroyed without prior express written consent of the Association.**

- (i) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Association or Developer.
  - (j) The type and location of Homeowner's playground equipment will require approval by the Architectural Committee prior to installation. The Architectural Committee will adopt standards for size, type, location and upkeep of playground equipment.
  - (k) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown of public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements.
  - (l) No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or Common Area, except in sanitary containers located in appropriate areas concealed from public view. Any garbage container may be placed at the curb for garbage pick-up but cannot remain at the curb in excess of twenty-four (24) hours.
  - (m) The Owner-Developer (during the Developer Time Period) and Board of Directors after such period has elapsed are specifically empowered to enact or enforce such additional rules and regulations, by bylaws or otherwise, as may implement any of the above stated restrictions or to supplement the same by additional restrictions not inconsistent with the foregoing and reasonably intended to further the purposes intended to be served by the foregoing specific restrictions.
  - (m) Homeowner shall, at his sole cost and expense, maintain and repair his residence, and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weather beaten or worn off. The appearance, color, type of painting or stain or other exterior condition of a living unit shall not be changed without the prior written approval of the Architectural Committee.
3. No structural alterations or modifications may be made without the prior approval thereof by the architectural committee.
4. The Owner-Developer may install fencing along the rear property line on the lots. In addition to the potential fencing along the rear property line, fencing on homeowner's Lots will only be allowed from the rear yard to the back property fence subject to approval by the Architectural Committee. The fence must be of the same type, design and quality as the fence installed along the rear property line. No fences will be allowed from the rear of the living unit to the front sidewalk. Lots which border the open area-parkway system will only be allowed to fence the backyard using a four and one-half (4 1/2) foot high fence. All other Lots will be allowed to fence the backyard using a six foot (6) foot high fence. However, in the alternative of a fence, all Lots may erect a privacy screening around the

patio area. Dog runs are allowed but must be the same front yard set back as the living unit on the side yards and extend no longer than twelve feet. All fencing, privacy screening and dog run specifications will as established by the Architectural Committee and a Homeowner must submit fencing plans including type of material, exact locations, and height of fencing for approval by the Architectural Committee prior to installation. Fencing upkeep is the complete responsibility of the homeowner. The Association has the authority to perform needed maintenance to the fencing. One month notice will be given to Homeowners that the fencing work needs to be done. If the fencing work is not completed within one month, the Association, pursuant to paragraph 9, Section V, will enter the Lot and complete the necessary repair. Cost of the fencing repair and maintenance will be paid by the Homeowner within 30 days after receipt of the invoice from the Association.

5. Homeowners, guests and invitees will avoid damaging common property.
6. Homeowners will keep garage doors closed when not in use. All garages will have automatic garage door openers installed by the developer and maintained by Homeowner in working order.
7. Use of the Common property shall not be discriminatory.
8. The Owner-Developer, the Association or their agents have access to each Lot during reasonable working hours for maintenance, repairs or replacement with notice to Owner, except as to an emergency.

#### **SECTION V THE ASSOCIATION – MEMBERSHIP AND GENERAL POWERS**

1. Blackmore Vista Homeowners' Association ("Association") is a Wyoming nonprofit corporation filed with Wyoming Secretary of State's office.
2. Each Homeowner, including the Owner-Developer, shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from Ownership of any Lot which is subject to assessment. The rights of the Homeowner to vote and method of voting are established in the Bylaws. No member shall have any voting rights while such member shall be delinquent in the payment of any assessment established by the Association pursuant hereto.
3. The Association and its officers, directors, members and agents shall not be liable for any act or omission unless it amounts to fraud.
4. The Association is granted the authority for care, operation, management, maintenance, repair, replacement of the Common Property
5. The Association may contract with outside firms for any services within the Association that will benefit the homeowners.

6. **The Association has the authority to perform needed maintenance to the exterior of Living units. The Homeowner will be provided with three months notice that the work needs to be done. If the maintenance is not addressed within the three months, the Board of Directors will follow the procedures in paragraph 9, Section V. If the Association must complete the maintenance, the cost of exterior maintenance will be paid by homeowner within 30 days after the receipt of the invoice.**
7. **The Homeowners monthly Assessment will pay for care, operation management, maintenance repair and replacement of common property. The fee will also pay for member's property landscape care, snow removal of all driveways and sidewalks, maintenance and management that is not within a fenced area. Fenced areas are the sole responsibility of the individual members. Members may choose, for a separate fee and signing of a liability waiver form, to have the Association maintain and manage their fenced area, including lawn care, mowing, watering control, tree and hedge care. The fee does not include repair and replacement to damaged areas of member's property.**
8. **Board of Directors will act as the Architectural Control Committee which has the authority to approve or disapprove construction, alterations, decorations or modifications of Living Units or Common Property. The Board of Directors may appoint other members to serve on the Architectural Control Committee pursuant to the By-Laws.**
9. **If the Board of Directors after giving reasonable notice to the Homeowner of the Lot involved and reasonable opportunity for such Owner to be heard, determines by the affirmative vote of two-thirds (2/3) of the authorized number of Directors that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees shall enter upon the Lot involved and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be a special assessment against the Lot upon which such corrective work is done, and shall become a lien upon such Lot and the obligation of the homeowner, and immediately due and payable.**
10. **Any homeowner of a Lot affected by such a determination of the Directors to correct a breach of covenant may, within ten days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Association. No action shall be taken by the Association to cure the breach until after the ten days have elapsed, unless an Appeal has been file. If an appeal is filed, no action shall be taken by the Association to cure said breach until after a final opinion is issued by the membership.**
11. **Each homeowner agrees to abide by the By-Laws of the Blackmore Homeowners' Association, Inc. as the same may be amended from time to time. In the event of**

conflict between the provisions of the By-Laws and the provisions of this Declaration, the provisions of this Declaration shall prevail. To the extent permitted by law, violations of the By-Laws shall be in violation hereof and actions for compliance shall be enforceable in the same fashion as actions brought for compliance with this Declaration. The Board shall provide copies of the By-Laws to each homeowner upon request.

## SECTION VI ASSESSMENTS

1. Each homeowner (not the Owner-Developer) by acceptance of a deed to a Lot, hereby agrees to pay the Association's monthly assessment and any special assessments for capital improvements:
  - a. Each assessment will be fixed, established and collected on an monthly basis;
  - b. Each unpaid assessment, interest at 1 ½ % per month and any cost of collection will be charged to Homeowner and put on a lien on said Lot;
  - c. Assessments are a personal obligation to the Homeowner.
  - d. Payments shall commence upon the first of the month after completion of residence.
  
2. Assessments will be used for promoting the health, safety, property values and welfare of residents along with upkeep of common property. The assessment shall be due and payable thirty (30) days after the Association or Owner-Developer submits a billing for the same to the Homeowner. The Owner-Developer or Board of Directors shall annually establish a budget setting forth the estimate by the Owner-Developer or the Board of Directors of the Association Expenses for the following year. The total of the year's monthly assessments shall not exceed the estimate of the Association Expenses for the following year, together with a reasonable addition to the reserves of the Association. The Association Expenses include, but not limited to:
  - a. Taxes
  - b. Insurance of common property
  - c. Repairs
  - d. Replacements
  - e. Additions
  - f. Labor
  - g. Equipment
  - h. Materials
  - i. Management
  - j. Operational expense
  - k. Supervision and membership
  
3. The Association or Owner-Developer shall have the right, by request of its Board of Directors, from time to time, to levy special assessments to pay any Association expenses which are extraordinary and nonrecurring. After due notice to the members by the Board of Directors and an affirmative vote of two-thirds (2/3) of the qualified

Homeowners present in person or via proxy at a regular or special meeting, the Association may levy the special assessment to defray, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common property, including the necessary fixtures and personal property related thereto, or purchase of machinery or equipment. Each homeowner shall be responsible for and shall pay, for each Lot such homeowner owns, that portion of the special assessment equal to the total special assessment divided by the number of Lots.

4. The Association will furnish to any Homeowner or any other person or entity with written permission of Homeowner, the amount of unpaid assessments against a homeowner's lot.
5. Any homeowner who believes that the portion of Association assessments levied with respect to such homeowner's Lot, for which a certificate of lien has been filed by the Association, has been improperly charged against such Lot must file a written appeal to the board of directors for reconsideration and removal of said lien. If this appeal does not result in the removal of said lien, any homeowner may bring an action in the District Court in and for Natrona County, Wyoming, for declaring judgment as to such impropriety and for the discharge of such lien. In any such action, if it is finally determined that such portion of the Association assessments has been improperly charged, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.
6. Should any assessment be necessitated by virtue of the activities of a single homeowner or group of homeowners, whether through negligence or intentional disregard of the requirements of this Declaration, such assessment may be levied disproportionately against such homeowner or homeowners in proportion to the degree of responsibility such homeowner or homeowners bear to the expense necessitating such assessment as the director in their discretion may determine.
7. No Homeowner who shall be delinquent in the payment of any assessment shall be entitled to services provided by the Owner-Developer, the Association, and the Board of Directors or Owner-Developer may withhold maintenance or other services from such delinquent homeowner to the extent it shall not damage any other homeowner of a Lot.
8. Each annual and special assessment (with interest at the rate of 1 ½ % per month and any cost of collection as hereinafter provided), after the assessment thereof in each year, together with the continuing obligation to pay all annual and special assessments assessed in future years, shall, be and remain a first lien upon the lot and living unit against which assessed. The assessment lien shall be superior to any other charges, liens or encumbrances, except first liens pursuant to paragraph 10, which may thereafter in any manner arise to be imposed upon such lot or living unit, whether or arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instruments, savings and excepting only such liens on such lot or living unit for taxes or other public charges as are by applicable law made

superior. A homeowner shall remain personally liable for the assessments and no conveyance by the owner shall extinguish such personal liability. No homeowner shall be exempt from liability for such homeowner's share of the Association assessments by the abandonment of the homeowner's Lot. If the assessments or installments thereof are not paid when due, the Board of Directors may set the interest rate for all payments in default until the assessment is paid. The Association or Developer may bring an action at law against the Owner personally liable to pay the assessment and may bring an action to foreclose the lien against the Lot or Living Unit subject to the assessment and there shall be added to the amount of such assessment all court costs and attorney's fees incurred by the association in such actions, and the judgment in any such action shall include the interest as above provided and a reasonable attorney's fee together with the costs of the action. All remedies are cumulative and these remedies are independent of the Association's power to suspend easements of enjoyment or voting.

9. The Association or Developer shall have the assessment lien upon the estate or interest in any Lot for the payment of the assessments chargeable against such Lot which remain unpaid for thirty (30) days after the same have become due and payable, together with the interest and late charges. The lien shall take effect and relate back to the date of recording of this Declaration. A certificate evidencing the lien, signed by an authorized officer for the Association may be filed with the County Clerk, Natrona County, Wyoming. Such certificate shall contain a description of the Lot and the name or names of the record homeowner or homeowners thereof and the amount of such unpaid portion of the assessments.
10. Any first mortgagee, upon foreclosure of its lien on a Lot or Living Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Lot or Living Unit. Any assessment lien created or claimed under the provisions of this Declaration and the By-Laws shall be subject and subordinate to the rights of any first mortgagee of any duly recorded first mortgage upon a lot or living unit made in good faith and for value. No lien created under the provisions of this Declaration shall in any way defeat, invalidate, or impair the rights of any first mortgagee under any such duly recorded first mortgagee.
11. In order to secure the repayment of any and all sums borrowed by it from time to time, the Association shall have the right and power to assign and pledge all revenues received, and to be received, by it under any provision of this Declaration, including, but not limited to, the proceeds of the annual assessments payable hereunder.

## SECTION VII GENERAL PROVISIONS

1. The common properties shall not be abandoned, partitioned, subdivided, encumbered, sold or transferred.

2. **The covenants and restriction of the Declaration, in addition to the Bylaws, Articles of Incorporation, and rules and regulations of the Association shall run with and bind the Property, and shall insure to the benefit of and be enforceable by the Owner-Developer, the Association or the Homeowner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change or terminate said covenants and restriction in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Homeowners and/or the Association in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by any Owner or the Association in seeking such enforcement.**
3. **Neither Owner-Developer nor its directors, officers, shareholders, partners, employees, agents or representatives shall be liable for any claim whatsoever arising out of or by reason of any omission or failure to act or any action performed pursuant to any authority granted or delegated to them, whether or not such claim shall be asserted by any Owner, occupant of a Residence, or any person or entity claiming by, through or under any of them, not on account of injury to persons or damage to loss of property wherever located and however caused.**
4. **Each Owner covenants and agrees that no shareholder, partner, director or officer of Developer, nor any employee or agent of Developer shall have any liability personally for the performance and observance of any term, covenant, restriction, condition or provision contained in this Declaration. Each Owner covenants and agrees that the Owner shall not commence or participate in any action, suit or proceeding against Developer, not against any shareholder, director, officer, employee or agent, arising out of any claim or breach by Developer of any term, covenant, restriction, condition or provision of this Declaration.**
5. **Invalidation of any one or more of these covenants and restrictions by judgment or Court Order in no way affect any other provisions which shall remain in full force and effect.**
6. **No term, covenant, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived due to failure to enforce the same, irrespective of the number of violations or breaches which may occur.**
7. **The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.**
8. **The covenants and restriction set forth in this declaration are and shall be subject to and subordinate to all applicable Federal, state and local laws, rules and regulations pertaining**

to platting procedures, planning and zoning, building codes and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.

9. This Declaration shall become effective upon its recordation in the Public Records of Natrona County of Wyoming.
10. The By-Laws of Blackmore Vista Homeowner's Association, Inc. are attached to these Covenants as Exhibit "A"

**SECTION VIII  
ARCHITECTURAL CONTROL**

1. Structures and Improvements. No building, fence, wall or other structure or improvements shall be commenced, erected or maintained upon the properties, or any exterior changes happen until the plans have been submitted and approved by the architectural committee of three representatives appointed by the Board or the Owner-Developer. The Owner-Developer during the Developer Control Period or the architectural committee thereafter must approve or disapprove any plans within 45 days of submittal. All plans which have not been approve within 45 days will automatically be deemed denied and must be resubmitted to reconsidered.
2. The Owner-Developer or Architectural Committee will develop the standards and procedures for submittal of plans.

IN WITNESS WHEREOF, BlackMore HomeS, Inc., a Wyoming corporation, has executed this instrument at Casper, Wyoming, this 23rd day of May, 2006.

**BLACKMORE HOMES, INC. a  
Wyoming Corporation**

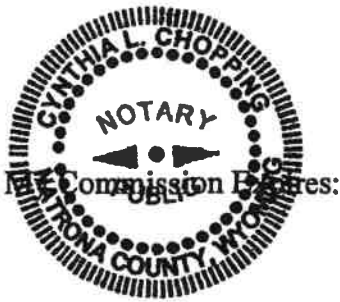
By:

  
President

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF NATRONA    )

The foregoing document was acknowledged before me by George B. Bryce, President, Blackmore Homes, Inc., a Wyoming corporation, this 23rd day of May, 2006.

Witness my hand and official seal.



*Cynthia L Chopping*  
\_\_\_\_\_  
Notary Public

10/16/2008

**AMENDMENT TO DECLARATION OF CONDITIONS,  
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND  
ASSESSMENTS AFFECTING THE REAL PROPERTY KNOWN AS  
BLACKMORE VISTA ADDITION**

By Corporate Resolution of Blackmore Vista Homeowners' Association, Inc, dated November 7, 2006, Section V, Clause 7 of the Covenants of Blackmore Vista Addition, recorded as document 792566 on May 25, 2006, is hereby amended effective November 7, 2006 as follows:

Previous Covenant:

7. The Homeowners monthly Assessment will pay for care, operation management, maintenance repair and replacement of common property. The fee will also pay for member's property landscape care, snow removal of all driveways and sidewalks, maintenance and management that is not within a fenced area. Fenced areas are the sole responsibility of the individual members. Members may choose, for a separate fee and signing of a liability waiver form, to have the Association maintain and manage their fenced area, including lawn care, mowing, watering control, tree and hedge care. The fee does not include repair and replacement to damaged areas of member's property.

Modified Covenant:

Effective November 7, 2006, Section V, Clause 7 of the Covenants is modified to read as follows:

7. The Homeowners monthly Assessment will pay for care, operation management, maintenance repair and replacement of common property. The fee will also pay for member's snow removal of all driveways and sidewalks and property landscape care and maintenance (lawn care, mowing, watering control, tree and hedge care) of all of the member's property, including any fenced in area, as long as the members of fenced property provides gated access, a lawn free of obstructions, and member moves all animals into the members house or dog run. If the member fails to provide access or a lawn free of obstructions or to contain any animals, the member's fenced area will be skipped until the next scheduled maintenance and management of the member's property. If a member's property is skipped, it is the member's responsibility to provide proper lawn care until the next scheduled maintenance period.



NATRONA COUNTY CLERK, WYOMING  
Mary Ann Collins      Recorded: SAS  
Nov 9, 2006 12:11:54 PM  
Pages: 2      Fee: \$229.00  
WILLIAMS PORTER DAY NEVILLE

**805243**

IN WITNESS WHEREOF, Blackmore Vista Homeowners Association, Inc., a Wyoming Nonprofit Corporation, has executed this instrument at Casper, Wyoming, this 8<sup>th</sup> day of November, 2006.

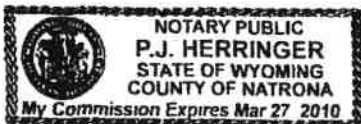
BLACKMORE VISTA HOMEOWNER  
ASSOCIATION, INC., a Wyoming Nonprofit  
Corporation.

  
\_\_\_\_\_  
President

STATE OF WYOMING        )  
                                  )  
COUNTY OF NATRONA    )

The foregoing document was acknowledged before me by George B. Bryce, president of Blackmore Vista Homeowners' Association, Inc. this 9<sup>th</sup> day of November, 2006.

Witness my hand and official seal.



  
\_\_\_\_\_  
Notary Public

My commission expires: 3/27/2010

**FIRST AMENDMENT TO  
DECLARATION OF CONDITIONS, COVENANTS,  
RESTRICTIONS, EASEMENTS, CHARGES AND  
ASSESSMENTS AFFECTING THE REAL PROPERTY  
KNOWN AS BLACKMORE VISTA ADDITION**

This First Amendment is made this 20th day of December, 2007, to that certain Declaration of Conditions, Covenants, Restrictions, Easements, Charges and Assessments Affecting the Real Property Known as Blackmore Vista Addition, filed of record in the office of the Natrona County Clerk on May 25, 2006, as Instrument No. 792566, by all of the property owners in the Blackmore Vista Addition.

WHEREAS, the owners of all of the lots in the Blackmore Vista Addition are in favor of amending the original Declaration of Conditions, Covenants, Restrictions, Easements, Charges and Assessments; and

WHEREAS, the schedule of Owners approving this amendment are set forth in Exhibit "A" attached hereto.

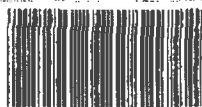
NOW, THEREFORE, for and in consideration of the premises the landowners as set forth in Exhibit "A" representing all of the lot owners in the Blackmore Vista Addition, do hereby and by these presents make, publish, declare and impose the following amendment to the Declaration of Conditions, Covenants, Restrictions, Easements, Charges and Assessments Affecting the Real Property known as Blackmore Vista Addition, filed of record in the office of the Natrona County Clerk on May 25, 2006, as Instrument No. 792566.

1. The Declaration of Conditions, Covenants, Restrictions, Easements, Charges and Assessments Affecting the Real Property Known as Blackmore Vista Addition, filed of record in the office of the Natrona County Clerk on May 25, 2006, as Instrument No. 792566 shall be amended to add the following paragraph as a new Section IX:

**SECTION IX  
AMENDMENTS**

The conditions, restrictions, stipulations, agreements and covenants contained herein may be amended by the written consent of the owners of two-thirds (2/3) of the lots included within the boundaries of the Property, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk for Natrona County, Wyoming.

2. All other terms and conditions of the Covenants not amended herein shall remain in full



**837041**

NATRONA COUNTY CLERK, WYOMING  
Renea Vitto Recorded: SAS  
Feb 6, 2008 03:17:33 PM  
Pages: 36 Fee: \$325.00  
KEITH TYLER

force and effect as if set forth in full herein.

IN WITNESS WHEREOF, the lot owners of Blackmore Vista have set their hands the date and year first above written.

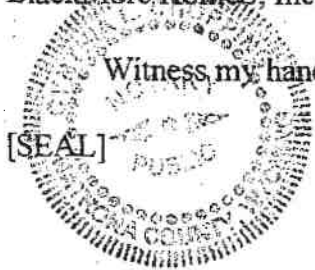
BLACKMORE HOMES, INC.

By: George B Bryce  
George B. Bryce, President

STATE OF WYOMING     )  
  ) s.s.  
COUNTY OF NATRONA    )

The foregoing document was acknowledged before me by George B. Bryce, the President of Blackmore Homes, Inc., a Wyoming corporation, this 20<sup>th</sup> day of Dec, 2007.

Witness my hand and official seal.



Cynthia L Chopping  
Notary Public

My Commission expires:

10/16/2008





**THIRD AMENDMENT AND RESTATEMENT OF DECLARATION OF CONDITIONS,  
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND ASSESSMENTS  
AFFECTING THE REAL PROPERTY KNOWN AS BLACKMORE VISTA ADDITION**

This Third Amendment (the "Amendment") is made this 29<sup>th</sup> day of December, 2015, by Blackmore Vista Homeowners' Association, Inc., a Wyoming Nonprofit Corporation (the "Company").

**RECITALS**

WHEREAS, BLACKMORE HOMES, INC., a Wyoming corporation, "Owner-Developer," was the owner in fee simple of certain real estate located in Natrona County, Wyoming, known as Blackmore Vista Addition thereto and which is more particularly described as:

Blocks 1-10, Blackmore Vista Addition, an Addition to Natrona County, State of Wyoming, and the common area appurtenant thereto as shown on the plat and dedication thereof ("plat") recorded in the office of the County Clerk of Natrona County, Wyoming, on September 23, 2005 as Instrument No. 776279 (the "Property").

WHEREAS, the Owner-Developer declared those certain Declaration of Conditions, Covenants, Restrictions, Easements, Charges and Assessments Affecting the Real Property Known as Blackmore Vista Addition, filed of record in the office of the Natrona County Clerk on May 26, 2006, as instrument number 792566 (the "Covenants"), said Covenants pertaining to the Property.

WHEREAS, by that certain First Amendment to the Covenants, dated December 20, 2007, filed of record in the office of the Natrona County Clerk on February 8, 2008, as instrument number 837041, the owners of all of the lots in Blackmore Vista Addition amended *Section IX Amendments* of the Covenants to read as follows:

The conditions, restrictions, stipulations, agreements and covenants contained herein may be amended by the written consent of the owners of two-thirds (2/3) of the lots included within the boundaries of the Property, as the same may then be shown by the play on file in the office of the Clerk and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall be ineffective until it shall have been placed of record in the office of the County Clerk for Natrona County, Wyoming.

WHEREAS, the owners of two-thirds (2/3) of the lots included within the boundaries of the Property wish to amend the Covenants.



1/6/2016 8:14:02 AM

**NATRONA COUNTY CLERK**

Pages: 8

Renea Vitto  
Recorded: SA  
Fee: \$245.00

**1005382**

SHANOR, LAW OFFICE PC

WHEREAS, the schedule of the owners approving this amendment are set forth in Exhibit "A", attached hereto and made a part hereof.

NOW THEREFORE, for and in consideration of the premises, the owners as set forth in Exhibit "A", representing two-thirds of the lot owners in the Blackmore Vista Addition, do hereby and by these presents make, publish, declare and impose that the Covenants shall be amended to read as follows:

I. SECTION V, THE ASSOCIATION – MEMBERSHIP AND GENERAL POWERS, Paragraph 9, shall be amended to read as follows:

9. If the Board of Directors, after giving reasonable notice to the Homeowner of the Lot involved and reasonable opportunity for such Owner to be heard, determines by the affirmative vote of two-thirds (2/3) of the authorized number of Directors that a breach of any covenant has occurred, then after giving such Owner notice of such determination by certified mail, the Association, may:

1. After a period of ten (10) calendar days after sending notice, assess the homeowner a fine in the amount of fifty dollars (\$50.00) per day for each continuing day the breach remains uncorrected; and
2. May bring any action in a court of law or equity necessary to correct or remedy such breach.

The cost of such correction (including without limitation reasonable attorney's fees) and unpaid fines arising because of a breach of covenant shall be a special assessment against the Lot, and shall become a lien upon such Lot and the obligation of the homeowner, and immediately due and payable.

II. As amended, the owners as set forth in Exhibit "A", representing two-thirds of the lot owners in the Blackmore Vista Addition, do hereby ratify and confirm the Covenants in all respects.

