

SHEEP MOUNTAIN ESTATES

By: D & T, LLC

Dennis Hurley (307) 742-9349, Member
Wayne Thornburg (307) 742-6250, Member

Property Restrictions:

1. 1990 mobile homes or newer; 24 foot wide on pier foundations. Factory-built homes or framed homes are acceptable; completed within 18 months from start of construction.
2. Only one permanent resident per lot. Guest cabins ok, no rentals.
3. Acres cannot be subdivided lower than original lots.
4. All landowners in Sheep Mountain Estates must share cost of road maintenance and snow removal.
5. Houses and buildings will be put toward the middle of property.
6. All wells will be sealed. All septic systems and livestock areas must be kept 150' from wells to guarantee pure water. See grantors for information regarding water veins.
7. No more than three dogs. Dogs must be maintained at all times, not let to run loose or chase livestock or wildlife. Neighbors have the right to destroy any dog chasing wild-life or livestock on their property.
8. Livestock must be maintained at all times.
9. No junk (old cars, etc.) unless hidden by fence.
10. Yard lights shaded toward ground and on switch, not on photo relay (i.e. lightning turns them on, etc).
11. No industrial, retail, commercial, lumber, timber, or other extractive businesses.
12. Any outbuildings must be constructed of new and uniform material.
13. All fencing costs are paid by the lot purchaser. Fencing may be delayed if neighbors desire to share costs on lot boundary fences.
14. Speed limits on Sheep Mountain Estates roads are 25mph.
15. Loud noise from music, vehicles, and other sources is prohibited.

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16. If purchaser does not comply with these regulations, purchaser could face lawsuit.

Signature of Purchaser

Date

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

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, AND RESTRICTIONS

FOR

SHEEP MOUNTAIN ESTATES

THIS DECLARATION made this 8th day of June, 1999, by D & T, LLC, a Wyoming Limited Liability Company, Donald J. Schaefer and Melita L. Schaefer, husband and wife, and William Carl Wilson, aka William C. Wilson, and Flewellyn P. Wilson, Co-Trustees of the William Carl Wilson Trust UTD November 10, 1998, hereinafter collectively referred to as "Declarant," their successors and assigns.

WITNESSETH:

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

Lots 1 through 13, Sheep Mountain Estates, Albany County, Wyoming

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

WHEREAS, Declarant desires to provide certain standards by means of protective covenants, restrictions, and easements to insure the lasting beauty, value, and enjoyment of the property; and

WHEREAS, Declarant desires to provide for the reasonable guidelines for all improvements constructed, altered, and maintained on the Property so as to insure the lasting beauty and harmony of the property.

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 situate in the County of Albany, State of Wyoming, as described above, and shall be a burden and a benefit to the Owners, their transferees, assigns, heirs, and any person acquiring or owning any interest in the property and improvements situate thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns. The covenants set forth below shall be applicable to Lots 3 and 8 of Sheep Mountain Estates except to the extent they are inconsistent with the Restrictions filed as Document # 1998 4227. In the event of such inconsistency, the previously filed Restrictions shall be applicable to Lots 3 and 8. The following restrictions and covenants shall be applicable to all remaining lots owned by D & T, LLC, from and after the date hereof, as well as

to Lots 3 and 8, to the extent they confer rights upon such lots or burden such lots with restrictions not previously identified.

ARTICLE I - PURPOSE OF DECLARATION

The Property. It is the purpose and intention of Declarant expressed by its 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 County of Albany, State of Wyoming. These covenants and restrictions will be enforced in addition to laws applicable to property within the County and shall not be interpreted so as to negate or diminish the resolutions of the County or the statutes of the State of Wyoming.

ARTICLE II - COVENANTS

1. **Land Use Restrictions.** The Subdivision shall be used for residential purposes only and neither the premises nor any improvements thereon shall be used for any commercial, industrial, lumber or other extractive businesses, public, illegal or immoral purpose other than may be provided herein, and no public nuisance shall be maintained or permitted to exist thereon. The following restrictive covenants shall apply to all the property, except as otherwise designated, to wit:

- 1.1 No shack, garage, barn, tent, or other outbuilding erected on the Lot covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
- 1.2 No mobile homes older than ten (10) years from the date set forth on the title may be placed on the property and any such mobile home shall be at least 24-foot wide and shall be placed on a permanent foundation. Factory-built homes or framed homes may be constructed upon the property, so long as such homes are completed within eighteen (18) months from start of construction. Mobile homes or factory-built homes must be in good condition at the time of placement and the owner thereof shall not permit the improvements to come into disrepair. All residential units and outbuildings shall be located at least two hundred (200) feet from the applicable Lot lines. No used outbuildings may be placed upon the Lots.
- 1.3 Only one permanent residential home may be located on each lot. Guests and/or visitors may not reside in motor homes or campers on the property for more than two (2) consecutive weeks.
- 1.4 Lots cannot be further subdivided from their original size.
- 1.5 No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials may be stored on a Lot except for a reasonable term while a structure on said premises is under construction. Only vehicles and machines of good running

condition which are currently licensed and registered are permitted upon any Lot. Any other building material or vehicles stored on the property shall be hidden by an eight (8) foot privacy fence. All Lots and premises shall be kept in a clean and sanitary condition at all times.

- 1.6 No temporary house, tent, mobile home, or trailer shall be allowed on any Lot, EXCEPT during construction of permanent improvements, which period of construction may not exceed eighteen (18) months in duration.
- 1.7 All landowners in Sheep Mountain Estates shall share the cost of road maintenance and snow removal. This cost sharing shall apply only to the road which adjoins their Lot.
- 1.8 Each residential structure designed for occupancy by human beings shall be connected to a private well. The water supply system shall be the responsibility of the owner and shall conform to standards of the Wyoming State Public Health Department and the Wyoming Department of Environmental Quality, and permitted by the State Engineer's Office. All septic systems, livestock areas and livestock waste must be kept not less than one hundred (150) feet from water wells to avoid contamination thereof.
- 1.9 No more than three dogs shall be allowed on the property. All dogs, including those belonging to guests, must remain on the owner's property unless under the direct supervision of its owner.
- 1.10 All fencing costs shall be paid by the lot owner. Lots purchased must be fenced within 18 months from the date of closing. It is the lot owner's responsibility to fence out other's livestock and to fence in their own livestock.
- 1.11 No more than six (6) head of livestock may be kept on each lot at any time. Livestock include, but are not limited to cattle, sheep, horses, llamas, goats, swine, mules, donkeys and burros. The term livestock does not include chickens, dogs and cats. Livestock shall be adequately fed and provided water at all times.
- 1.12 Yard lights shall be shaded toward the ground and able to be turned off. Motion detector lights and photo relay switches are not allowed.
- 1.13 Speed limits on all Sheep Mountain Estates' roads shall be 25 miles per hour.
- 1.14 Invitees or leasees of the owner will be expected to uphold the restrictions imposed by this document and it will be the responsibility of the owner to inform invitees or leasees of the rules and regulations and to enforce such rules.
- 1.15 Loud noise from music, vehicles and other sources is prohibited.

ARTICLE III - GENERAL PROVISIONS

1. **Enforcement.** The Owner or Owners of any of the property within the property description hereinabove set forth, may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of said restriction and limitations, either to recover damages for such violation or to restrain such violation or attempted violation. The prevailing party shall be entitled to judgement against the losing party for all attorney's fees and costs of suit.
2. **Amendments.** These covenants may be amended only by the unanimous consent of all of the Lot Owners.
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 presents are recorded in the office of the County Clerk of Albany County, Wyoming.
4. **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.
5. **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. **Construction.** 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.

THESE DECLARATIONS are signed and executed this 8th day of June, 1999.

D & T, LLC

By Dennis Hurley, Trustee
Member Dennis Hurley

Donald J. Schaefer
Donald J. Schaefer

William C. Wilson
William C. Wilson

By Wayne L. Thorburn
Member Wayne L. Thorburn

Melita L. Schaefer
Melita L. Schaefer

Flewellyn P. Wilson
Flewellyn P. Wilson

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing Declaration of Covenants, Conditions, Easements, and Restrictions was acknowledged before me this 8th day of June, 1999 by Dennis Hurley and Wayne L. Thornburg, the members of D&T, LLC.

Witness my hand and official seal.

Victoria S. Carrick
Notary Public

My commission expires: 9-7-2002



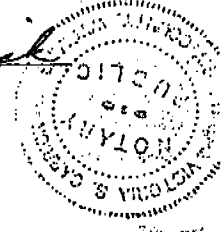
STATE OF WYOMING)
) ss:
COUNTY OF ALBANY)

The foregoing Declaration of Covenants, Conditions, Easements, and Restrictions was subscribed, sworn to and acknowledged before me by Donald J. Schaefer and Melita L. Schaefer this 8th day of June, 1999.

Witness my Hand and Official Seal.

Victoria S. Carrick
Notary Public

My Commission expires: 9-7-2002



STATE OF WYOMING)
) ss:
COUNTY OF ALBANY)

The foregoing Declaration of Covenants, Conditions, Easements, and Restrictions was subscribed, sworn to and acknowledged before me by William Carl Wilson, aka William C. Wilson and Flewellyn P. Wilson this 8th day of June, 1999.

Witness my Hand and Official Seal.

Victoria S. Carrick
Notary Public

My Commission expires: 9-7-2002

