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STATE OF WYOMING)
) SS.
COUNTY OF WYOMING)

863083

ARLEY ACRES

ARLA J. POPE, RANDAL P. POPE

TO THE PUBLIC:

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF ARLEY ACRES

THIS DECLARATION made on the date hereinafter set forth of ARLA J. POPE and RANDAL P. POPE herein referred to as "DECLARANTS."

WITNESSETH:

WHEREAS, DECLARANTS are the owners of certain property in Campbell County, State of Wyoming, which is more particularly described in Exhibit "A", attached.

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANTS desire to subject the property, and any subdivision therefore, to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed.

AND WHEREAS, DECLARANTS will convey the said property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANTS hereby declare that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protection of the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

ARTICLE I
DEFINITIONS

Section 1: "Arley Acres" shall mean and refer to that certain property hereinbefore described, in such additions thereto as may hereafter be brought with the jurisdiction of these covenants, conditions, and restrictions.

Section 2: The term "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in the DECLARATIONS.

Section 3: "DECLARANTS" shall mean and refer to Arla J. Pope and Randal P. Pope, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot from the DECLARANTS for the purpose of development.

Section 4: "Association" shall mean and refer to ARLEY ACRES SUBDIVISION HOMEOWNERS ASSOCIATION, INC., A NON-PROFIT Wyoming Corporation, its successors and assigns.

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Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of obligation.

Section 6: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 7: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, if any, to be owned by The Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated on a recorded plat map of the records of Campbell County, Wyoming or future recorded plat maps.

Section 8: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, if any, and streets therein.

Section 9: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10: "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner other than the DECLARANT, or has been occupied.

Section 11: "Class B Lots" shall mean and refer to any lot whose owner is a Declarant.

Section 12: The term "Board of Directors" or "Board" used herein shall mean and refer to the duly elected Board of Directors of the Association.

Section 13: "Improvement and Service District" shall mean and refer to Arley Acres Improvement and Service District, a NON-PROFIT WYOMING CORPORATION, its successor or assigns that has the responsibility for assessing fees for and the administration of the maintenance and upgrade of the subdivision roads/streets, water system, and any other major infrastructure items that are common to the subdivision.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

Arley Acres, as described above, shall be made up of 4 commercial lots of approximately 1 acre or less per lot and 47 residential lots of approximately 1 acre per lot. Phase I contains the 4 commercial lots and 18 residential lots while Phase II contains the remaining residential lots. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and lots therein. These covenants are imposed upon DECLARANTS, and upon the owners of all lots, homeowners, Association, or improvement and service district or its equivalent. Said covenants are for the benefit of all lots, and shall bind the owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his heirs, successors and assigns.

ARTICLE III

PROPERTY RIGHTS

Section 1: OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and the streets within said

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properties, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Improvement and Service District to assess and charge a reasonable maintenance, operation and usage fee to provide for the maintenance of the streets, water distribution system, and sewer lift station until such time as Campbell County or the City of Gillette assumes responsibility for the maintenance of the above mentioned infrastructure located in the subdivision, and to impose such charge and assessment as a lien against any property for which such charge of lien has not been paid in accordance with the DECLARATIONS, By-Laws and Articles of Incorporation;
- (b) the right of the Association to suspend the voting rights and right to use facilities by an owner for a period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association or Improvement and Service District to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;
- (d) the right of the Improvement and Service District, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or operating said systems and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder;
- (e) the right of the Association, through its Board of Directors to adopt and publish rules and regulations and usage fees with respect to said utility facilities and to determine the time and manner of use of the recreation facilities, if any, by the members.

Section 2: DELEGATION OF USE: Any owner may delegate, in accordance with the By-Laws, his right to enjoyment and use in and to the Common Area, if any, facilities and utilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

USE OF RESIDENTIAL LOTS

Section 1: USE: The use of said lands shall be restricted to a single one-family dwelling, private residential use and a private garage appurtenant thereto, which may have in addition to the residence a single shop type structure not to exceed thirty (30) feet by forty (40) feet in foot print dimensions nor side walls to exceed fourteen (14) feet as measured under the eaves, and a single barn/shelter type structure not to exceed twenty-five (25) feet by thirty (30) feet in foot print dimensions nor side walls to exceed ten (10) feet measure under the eaves. No structure shall exceed two stories in height except as may be specifically authorized in advance, in writing, by the Association Board of directors.

Section 2: CONSTRUCTION:

- (a) Residential Dwelling: All home construction shall be stick built or modular housing placed on a permanent foundation, or quality manufactured housing placed on a permanent foundation skirted with permanent materials, either block or pre-cast concrete slab constructions, that makes it indistinguishable from stick built construction. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces, basement, and garage, of 1,500 square feet. Roofs must have at least a 5/12 pitch. Exterior door can not be of the "cottage" type. Manufactured housing must be new or not older than three (3) years from date of contract for Lot. Triple-wide manufactured homes are exempt of the 5/12 pitch requirement. End-load manufactured homes must be positioned with the long side

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approximately parallel with the road, unless it has an attached garage. Non-new manufactured homes, homes that have been previously set up, must be reviewed and approved by the Board of Directors for quality and condition prior to placement on Lot. Non-new manufactured homes, homes that have been previously set up, and are older than three (3) years may be permitted subject to a review for condition by the Association Board. Such review must be made in person, therefore homes to be considered must be within a 25-mile radius of downtown Gillette. No singlewide manufactured homes are permitted. All construction, including utilities, shall meet the building codes for Campbell County, on the date of commencement of the said construction.

- (b) **Detached Garage:** Detached garages shall be constructed on concrete footing and have a concrete floor. The exterior finish shall match the residential dwelling in terms of color, type of materials used, trim color and style, similar roof pitch and eaves, and the same style and color of roofing materials. No garage shall have any exterior wall or roof application of the "metal building" or pole-barn style.
- (c) **Shops or barns:** These structures may be "pole-barn" style or steel buildings.
- (d) **Storage sheds** are permitted.

Section 3: BUILDING PLANS AND APPROVAL: The Association Board Arley Acres shall vote in approving or disapproving proposed construction and location plans by simple majority. Neither the lot owners, nor any member of the Association Board, shall be entitled to any compensation of any kind for service performed pursuant to this covenant.

No building shall be erected, placed or altered on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved by a the Association Board members. In the event the Association Board fails to approve or disapprove within thirty (30) days after plans, specifications or plot plans have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to distract from living conditions in the area.

Building Locations:

- (a) No building shall be located on any lot nearer than thirty (30) feet to the front lot line on street front lots or fifty (50) feet for lots with entrances on cul-du-sacs or nearer than fifteen (15) feet to any side lot line except as is other wise herein provided.
- (b) No building shall be located nearer than twenty-five (25) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than forty (40) feet to the rear lot line.
- (c) For purposes of this covenant, eaves, steps, and open porches shall be considered as a part of the building.
- (d) The single family residential building shall face the subdivision road and be parallel with that road, and there shall be no other structure (building) between the front lot line and the front of the residence, with the exception of a detached garage which may be offset to one side of the residential dwelling in the same general line as the dwelling or positioned closer to the front lot line.
- (e) Any shop or barn structure shall be set away from the dwellings by a distance of not less than forty feet and must be set back behind the front of the residence.
- (f) All utilities on the lots shall be required to be underground.

Section 4: COMMERCIAL USE: No part of the residential lots shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non-residential purposes including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, construction yard, livestock or agricultural enterprise, or other public place of amusement. The lot owner, who by his/her employment uses a service vehicle that is assigned full time, may park that vehicle at the residence during the time he/her is off work.

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Section 5: VEHICLES, TRAILERS, TRACTORS, MACHINERY, EQUIPMENT, etc. No inoperable vehicle shall be left exposed on any lot in excess of one (1) week. All vehicles parked in the open shall be registered. Any trailers, tractors, machinery, equipment, etc. that is not used, as regular transportation shall be parked in an orderly manner, preferably to the rear of the residential dwelling. While no limit is placed on the number of items in this section that may be stored on the lot, the lot shall not have the appearance of a salvage lot nor a storage lot for the above mentioned items.

Section 6: MAINTENANCE OF ROAD FRONTAGE: Each lot owner is responsible for maintaining the road easement between the front lot line and the finished road surface free of trash and non-mowed vegetation. The Association reserves the right to perform such maintenance and assess the lot owner should the lot owner neglect this responsibility after being notified. Each lot owner shall be responsible for insuring that water drainage is continuous in the portion of the lot, which adjoins the roadways in from of his lot.

Section 7: PARKING: All parking shall be on the lot. There shall be no parking on the subdivision road.

Section 8: WATER SUPPLY: Water will be supplied the City of Gillette.

Section 9: SEWAGE: Sewer service will be supplied by the City of Gillette. The lift station will be owned and maintained by the Improvement and Service District until such time as it meets all requirements for acceptance by the City of Gillette.

Section 10: RUBBISH AND TRASH COLLECTION: No lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every two (2) weeks. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 11: OPEN BURNING. Open burning in the subdivision is prohibited.

Section 12: UTILITY ACCESS: Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of any utilities to his property or any adjoining property.

Section 13: MINIMUM ACREAGE: Each lot shall contain a minimum of 1 acre of land, and shall not be further subdivided.

Section 14: LIVESTOCK: Livestock may be kept on the property. No commercial enterprise involving livestock shall be permitted. All livestock, poultry, and other animals must be adequately fenced or contained in a sanitary and clean environment. No owner shall overgraze his property. The number of animals allowed shall conform to Campbell County Zoning Regulations, Section 5AA (d) (5).

Section 15: OFFENSIVE ACTIVITY: Noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 16: AESTHETIC MAINTENANCE: Any condition considered an eyesore by a majority of the lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent must be corrected upon notification by the remaining lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent, within thirty (30) days.

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Section 17: TELEPHONE, ELECTRICAL, AND UTILITY WIRES: All telephone, electrical and other utility wires and/or cables must be placed underground from the main trunk lines to each residence.

Section 18: ROAD MAINTENANCE: Maintenance of the roads in the residential area is the responsibility of the Homeowner's Association or Service an Improvement District or its equivalent. For such services fees may be assessed that are different from those of the commercial lot owners.

ARTICLE V

USE OF COMMERCIAL LOTS

Section 1: USE: The use of said lots shall be restricted to the uses defined within the zoning limits of C1 of Campbell County, Wyoming.

Section 2: BUILDING PLANS AND APPROVALS: Builders shall work directly with Campbell County Department of Building and Planning and shall require no review or approval by the Arley Acres Homeowner's Association.

Section 3: LOT ACCESS: All commercial lots shall be accessed Smithie or Anvil Road

Section 4: MAINTENANCE OF ROAD FRONTAGE: Each lot owner is responsible for maintaining the road easement between the front lot line and the finished road surface free of trash and non-mowed vegetation. The Association reserves the right to performance such maintenance and assess the lot owner should the lot owner neglect this responsibility after being notified. Each lot owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in from of his lot

Section 5: PARKING: All parking shall be on the lot. There shall be no parking on the subdivision road.

Section 6: WATER SUPPLY: Water will be supplied the City of Gillette.

Section 7: SEWAGE: Sewer service will be supplied by the city of Gillette. The lift station will be owned and maintained by the Improvement and Service District.

Section 8: RUBBISH AND TRASH COLLECTION: No lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every two (2) weeks. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 9: UTILITY ACCESS: Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of any utilities to his property or any adjoining property.

Section 10: SIGHT BARRIER: Upon construction of the commercial structure, the lot owner shall erect or cause to be erected a permanent fence or wall which shall prevent viewing from one side to the other. Such sight barrier shall be erected on the entire length of the south lot line. The minimum height of this barrier shall be six (6) feet. The side of the barrier facing south shall be no less attractive than the north facing side. The barrier shall be submitted for review and approval of the Homeowner's Association.

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ARTICLE VI
ROAD REPAIRS

All repairs to the common roads/streets through Arley Acres shall be the responsibility of all residential lot owners. All fees for residential lot owners shall be equal. Should any lot owner not pay his share of the repairs, then, at the option of the remaining lot owners, homeowners, or improvement and service district or its equivalent, a lien against the non-paying owner (s) may attach in favor of the paying lot owners, to the lot of the non-paying owner (s), as of the time the Association Board or Improvement and Service District cause to be recorded in the office of the County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

- (a) The amount of delinquent assessment and such related charges as may be authorized by this declaration.
- (b) The name of the owner of record or reputed owner of the lot.
- (c) A legal description of the lot against which the lien has been assessed.

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a Lot which is subject to assessment shall be a member of the Association or Improvement and Service District. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2: The Association or Improvement and Service District shall have two classes of voting membership.

CLASS A: Class A member shall be all Owners with the exception of the DECLARANT, and shall be entitled to one vote for each Lot owner. When more than one person has an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When two or more persons are stockholders in a corporation holding an interest in any Lot, one, and only one, shall be a member for voting purposes.

CLASS B: The Class B member (s) shall be the DECLARANT (s) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events, whichever occurs first:

- (a) When the total votes outstanding in the Class A membership equal the Total votes outstanding in the Class B membership, (upon the conveyance of 75% of the units),
or
- (b) On December 31, 2007

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ARTICLE VIII
GENERAL PROVISIONS

Section 1: COVENANTS RUN WITH THE LAND: These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

Section 2: AMENDMENT OF COVENANTS: These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the landowners vote for any amendment. These votes are counted as per the class of the lot owner.

Section 3: ATTORNEY FEES: Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other lot owner (s), homeowners (s), or land owners association, or Improvement and Service District or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced.

Section 4: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

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Exhibit A

Land Description

A tract of land located in the Northeast ¼ of Section 31, Township 50 North, Range 71 West of the 6th Principal Meridian, Campbell County, Wyoming and being more particularly described as follows:

Beginning at the North ¼ corner of said Section 31, said point being a Brass Cap;

- 1) thence S89°05'02"E along the south line of Boxelder Road for a distance of 1,023.79 feet to the Northwest corner of Fox Park Phase III;
- 2) thence S00°53'07"W along the westerly border of said Fox Park Phase III for a distance of 454.92 feet to a survey cap stamped LS 2079;
- 3) thence S89°06'53"E southerly border of said Fox Park Phase III for a distance of 75.67 feet to a survey cap stamped LS 2079;
- 4) thence S00°53'07"W continuing along the westerly border of said Fox Park Phase III for a distance of 170.00 feet to a point located on the north boundary of the Fox Park School Site said point being a survey cap stamped LS 2079;
- 5) thence N89°06'53"W along the north boundary of said school site for a distance of 126.67 feet to the Northwest corner of said site, said point being a 5/8" rebar;
- 6) thence S00°53'07"W along the west boundary of said school site and then along the westerly boundary of Fox Park, Phase II, for a distance of 709.95 feet to a 5/8" rebar;
- 7) thence along the westerly boundary of said Fox Park Phase II S89°06'53"E for a distance of 560.00 feet to a 5/8" rebar;
- 8) thence S00°53'07"W continuing along the westerly boundary of said Fox Park Phase II for a distance of 843.84 feet to a 5/8" rebar;
- 9) thence N89°06'53"W continuing along the westerly boundary for a distance of 60.00 feet to a 5/8" rebar;
- 10) thence N00°53'07"W continuing along the westerly boundary of said Fox Park Phase II for a distance of 175.91 feet to a 5/8" rebar;
- 11) thence N89°06'53"W continuing along the westerly boundary of said Fox Park Phase II for a distance of 500.00 feet to a 5/8" rebar;
- 12) thence S00°53'07"W continuing along the westerly boundary of said Fox Park Phase II for a distance of 275.00 feet to a 5/8" rebar;
- 13) thence N89°06'53"W continuing along the westerly boundary of said Fox Park Phase II for a distance of 280.00 feet to a 5/8" rebar;
- 14) thence S00°53'07"W continuing along the westerly boundary of Fox Park Phase II for a distance of 376.81 feet to a 5/8" rebar;
- 15) thence N88°53'45"W continuing along the east-west ¼ line of said Section 31 for a distance of 562.84 feet to the center ¼ corner of said Section 31 said point being a survey cap stamped LS 2079;
- 16) thence N00°37'48"W along the north - south center line of said Section 31 for a distance of 2,645.95 feet to the point of beginning.

Containing 61.02 acres more or less.

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STATE OF WYOMING)
) SS.
COUNTY OF WYOMING)

889859 ARLEY ACRES PHASE I

ARLA J. POPE, RANDAL P. POPE

TO THE PUBLIC:

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF ARLEY ACRES PHASE I**

As amended from covenants recorded December 23, 2005, in 2117 Book of Photos, page 150.

THIS DECLARATION made on the date hereinafter set forth of ARLA J. POPE and RANDAL P. POPE herein referred to as "DECLARANTS."

WITNESSETH:

WHEREAS, DECLARANTS are the owners of certain property in Campbell County, State of Wyoming, which is more particularly described in the recorded plat known as Arley Acres Phase I.

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANTS desire to subject the property, and any subdivision therefore, to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed.

AND WHEREAS, DECLARANTS will convey the said property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANTS hereby declare that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protection of the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

**ARTICLE I
DEFINITIONS**

Section 1: "Arley Acres Phase I" shall mean and refer to that certain property hereinbefore described, in such additions thereto as may hereafter be brought with the jurisdiction of these covenants, conditions, and restrictions.

Section 2: The term "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in the DECLARATIONS.

Section 3: "DECLARANTS" shall mean and refer to Arla J. Pope and Randal P. Pope, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot from the DECLARANTS for the purpose of development.

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Section 4: "Association" shall mean and refer to ARLEY ACRES PHASE I SUBDIVISION HOMEOWNERS ASSOCIATION, INC., A NON-PROFIT Wyoming Corporation, its successors and assigns.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of obligation.

Section 6: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 7: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, if any, to be owned by The Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated on a recorded plat map of the records of Campbell County, Wyoming or future recorded plat maps.

Section 8: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, if any, and streets therein.

Section 9: "Member" shall mean and refer to every person of entity who holds membership in the Association.

Section 10: "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner other than the DECLARANT, or has been occupied.

Section 11: "Class B Lots" shall mean and refer to any lot whose owner is a Declarant.

Section 12: The term "Board of Directors" or "Board" used herein shall mean and refer to the duly elected Board of Directors of the Association.

Section 13: "Improvement and Service District" shall mean and refer to Arley Acres Phase I Improvement and Service District, a NON-PROFIT WYOMING CORPORATION, its successor or assigns that has the responsibility for assessing fees for and the administration of the maintenance and upgrade of the subdivision roads/streets, water system, and any other major infrastructure items that are common to the subdivision.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

Arley Acres Phase I, as described above, shall be made up of 4 commercial lots of approximately 1 acre or less per lot and 47 residential lots of approximately 1 acre per lot. Phase I contains the 4 commercial lots and 18 residential lots while Phase II contains the remaining residential lots. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and lots therein. These covenants are imposed upon DECLARANTS, and upon the owners of all lots, homeowners, Association, or improvement and service district or its equivalent. Said covenants are for the benefit of all lots, and shall bind the owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his heirs, successors and assigns.

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ARTICLE III

PROPERTY RIGHTS

Section 1: OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and the streets within said properties, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Improvement and Service District to assess and charge a reasonable maintenance, operation and usage fee to provide for the maintenance of the streets, water distribution system, and sewer lift station until such time as Campbell County or the City of Gillette assumes responsibility for the maintenance of the above mentioned infrastructure located in the subdivision, and to impose such charge and assessment as a lien against any property for which such charge of lien has not been paid in accordance with the DECLARATIONS, By-Laws and Articles of Incorporation;
- (b) the right of the Association to suspend the voting rights and right to use facilities by an owner for a period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association or Improvement and Service District to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;
- (d) the right of the Improvement and Service District, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or operating said systems and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder;
- (e) the right of the Association, through its Board of Directors to adopt and publish rules and regulations and usage fees with respect to said utility facilities and to determine the time and manner of use of the recreation facilities, if any, by the members.

Section 2: DELEGATION OF USE: Any owner may delegate, in accordance with the By-Laws, his right to enjoyment and use in and to the Common Area, if any, facilities and utilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

USE OF RESIDENTIAL LOTS

Section 1: USE: The use of said lands shall be restricted to a single one-family dwelling, private residential use and a private garage appurtenant thereto, which may have in addition to the residence a single shop type structure not to exceed forty (40) feet by sixty (60) feet in footprint dimensions nor side walls to exceed fourteen (14) feet as measured under the eaves, and a single barn/shelter type structure not to exceed twenty-five (25) feet by thirty (30) feet in footprint dimensions nor side walls to exceed ten (10) feet measure under the eaves, and a single shed not to exceed twelve (12) by sixteen (16) in footprint. A lean-to type structure with open walls may be used in conjunction with the shop or barn, not to exceed sixteen (16) feet in width or extend beyond the shop or barn. No structure shall exceed two stories in height except as may be specifically authorized in advance, in writing, by the Association Board of directors.

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Section 2: CONSTRUCTION:

- (a) Residential Dwelling: All home construction shall be stick built or modular housing placed on a permanent foundation, or quality manufactured housing placed on a permanent foundation skirted with permanent materials, either block or pre-cast concrete slab constructions, that makes it indistinguishable from stick built construction. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces, basement, and garage, of 1,500 square feet. Roofs must have at least a 5/12 pitch. Exterior door can not be of the "cottage" type. Manufactured housing must be new. Triple-wide manufactured homes are exempt of the 5/12 pitch requirement. End-load manufactured homes must be positioned with the long side approximately parallel with the road, unless it has an attached garage. No single-wide manufactured homes are permitted. All construction, including utilities, shall meet the building codes for Campbell County, on the date of commencement of the said construction.
- (b) Detached Garage: Detached garages shall be constructed on concrete footing and have a concrete floor. The exterior finish shall match the residential dwelling in terms of color, type of materials used, trim color and style, same roof pitch and eaves, and the same style and color of roofing materials. No garage shall have any exterior wall or roof application of the "metal building" or pole-barn style.
- (c) Shop: May be "pole-barn" style or steel buildings on a poured concrete floor.
- (d) Barn: A walled and roofed structure of 3 or 4 walls with dirt floor. May be or "pole-barn" or steel building style.
- (e) Storage shed: A structure that is moveable without disassembly.

Section 3: BUILDING PLANS AND APPROVAL: The Association Board Arley Acres Phase I shall vote in approving or disapproving proposed construction and location plans by simple majority. Neither the lot owners, nor any member of the Association Board, shall be entitled to any compensation of any kind for service performed pursuant to this covenant.

No building shall be erected, placed or altered on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved by a the Association Board members. In the event the Association Board fails to approve or disapprove within thirty (30) days after plans, specifications or plot plans have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to distract from living conditions in the area.

Building Locations:

- (a) No residential building shall be located on any lot nearer than thirty (30) feet to the front lot line on street front lots or fifty (50) feet for lots with entrances on cul-du-sacs or nearer than fifteen (15) feet to any side lot line except as is other wise herein provided.
- (b) No building shall be located nearer than easements on interior lot line. No dwelling shall be located on any interior lot nearer than forty (40) feet to the rear lot line.
- (c) For purposes of this covenant, eaves, steps, and open porches shall be considered as a part of the building.
- (d) The single family residential building shall face the subdivision road and be parallel with that road, and there shall be no other structure (building) between the front lot line and the front of the residence, with the exception of a detached garage which may be offset to one side of the residential dwelling in the same general line as the dwelling or positioned closer to the front lot line.
- (e) Any shop, barn or shed structure shall be set away from the dwellings by a distance of not less than forty feet and must be set back behind the front of the residence.

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(f) All utilities on the lots shall be required to be underground.

Association Board Members may authorize variances to the covenants as they pertain to barn, shop, and shed sizes and the distances they must be from the principal residential dwelling. These variances are not to be arbitrary, but should reflect special situations that created by the particular lot's size and shape. Shallow lots may, for example, decrease the setback of a barn or shop behind the dwelling, or a particularly large lot may consider a larger footprint for the barn or shop. Approval is by simple majority. The general principle of having the residential dwelling as the main feature of the lot and not obstructed by any other structure between the residence and the street in front shall not be violated.

Section 4: COMMERCIAL USE: No part of the residential lots shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non-residential purposes including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, construction yard, livestock or agricultural enterprise, or other public place of amusement. The lot owner, who by his/her employment uses a service vehicle that is assigned full time, may park that vehicle at the residence during the time he/her is off work.

Section 5: VEHICLES, TRAILERS, TRACTORS, MACHINERY, EQUIPMENT, etc. No inoperable vehicle shall be left exposed on any lot in excess of one (1) week. All vehicles parked in the open shall be registered. Any trailers, tractors, machinery, equipment, etc. that is not used, as regular transportation shall be parked in an orderly manner, preferably to the rear of the residential dwelling. While no limit is placed on the number of items in this section that may be stored on the lot, the lot shall not have the appearance of a salvage lot nor a storage lot for the above mentioned items.

Section 6: MAINTENANCE OF ROAD FRONTAGE: Each lot owner is responsible for maintaining the road easement between the front lot line and the finished road surface free of trash and non-mowed vegetation. The Association reserves the right to perform such maintenance and assess the lot owner should the lot owner neglect this responsibility after being notified. Each lot owner shall be responsible for insuring that water drainage is continuous in the portion of the lot, which adjoins the roadways in front of his lot.

Section 7: PARKING: All parking shall be on the lot. There shall be no parking on the subdivision road.

Section 8: WATER SUPPLY: Water will be supplied the City of Gillette.

Section 9: SEWAGE: Sewer service will be supplied by the City of Gillette. The lift station will be abandoned, at developers expense, at such time as a connection is made to the sewer system of the City of Gillette.

Section 10: RUBBISH AND TRASH COLLECTION: No lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every two (2) weeks. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 11: OPEN BURNING. Open burning in the subdivision is prohibited.

Section 12: UTILITY ACCESS: Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of any utilities to his property or any adjoining property.

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Section 13: MINIMUM ACREAGE: Each lot shall contain a minimum of 1 acre of land, and shall not be further subdivided, except as necessitated to accommodate facilitating access to future adjoining land development that are judged as desirable for community development. Such exceptions shall not be executed in such a way that any lot shall be less than one (1) acre, thus violating the Rural Residential zoning designation.

Section 14: LIVESTOCK: Livestock may be kept on the property. No commercial enterprise involving livestock shall be permitted. All livestock, poultry, and other animals must be adequately fenced or contained in a sanitary and clean environment. No owner shall overgraze his property. Any livestock must be penned, fenced, contained in such a manner that they are at least thirty (30) feet behind the residential dwelling and thirty (30) feet inside any lot line. The number of animals allowed shall conform to Campbell County Zoning Regulations, Section SAA (d) (5).

Section 15: OFFENSIVE ACTIVITY: Noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 16: AESTHETIC MAINTENANCE: Any condition considered an eyesore by a majority of the lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent must be corrected upon notification by the remaining lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent, within thirty (30) days.

Section 17: TELEPHONE, ELECTRICAL, AND UTILITY WIRES: All telephone, electrical and other utility wires and/or cables must be placed underground from the main trunk lines to each residence.

Section 18: ROAD MAINTENANCE: Maintenance of the roads in the residential area is the responsibility of the Homeowner's Association or Service and Improvement District or its equivalent. For such services fees may be assessed that are different from those of the commercial lot owners.

ARTICLE V

USE OF COMMERCIAL LOTS

Section 1: USE: The use of said lots shall be restricted to the uses defined within the zoning limits of C1 of Campbell County, Wyoming.

Section 2: BUILDING PLANS AND APPROVALS: Builders shall work directly with Campbell County Department of Building and Planning and shall require no review or approval by the Arley Acres Phase I Homeowner's Association.

Section 3: LOT ACCESS: All commercial lots shall be accessed Smithie Road or Anvil Lane.

Section 4: MAINTENANCE OF ROAD FRONTAGE: Each lot owner is responsible for maintaining the road easement between the front lot line and the finished road surface free of trash and non-mowed vegetation. The Association reserves the right to performance such maintenance and assess the lot owner should the lot owner neglect this responsibility after being notified. Each lot owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in from of his lot

Section 5: PARKING: All parking shall be on the lot. There shall be no parking on the subdivision road.

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Section 6: WATER SUPPLY: Water will be supplied the City of Gillette.

Section 7: SEWAGE: Sewer service will be supplied by the City of Gillette. The lift station will abandoned at the expense of the developer when access to the City system is completed.

Section 8: RUBBISH AND TRASH COLLECTION: No lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every two (2) weeks. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 9: UTILITY ACCESS: Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of any utilities to his property or any adjoining property.

Section 10: SIGHT BARRIER: Upon construction of the commercial structure, the lot owner shall erect or cause to be erected a permanent fence or wall which shall prevent viewing from one side to the other. Such sight barrier shall be erected on the entire length of the south lot line. The minimum height of this barrier shall be six (6) feet. The side of the barrier facing south shall be no less attractive than the north facing side. The barrier shall be submitted for review and approval of the Homeowner's Association.

ARTICLE VI

ROAD REPAIRS

All repairs to the common roads/streets through Arley Acres Phase I shall be the responsibility of all residential lot owners. All fees for residential lot owners shall be equal. Should any lot owner not pay his share of the repairs, then, at the option of the remaining lot owners, homeowners, or improvement and service district or its equivalent, a lien against the non-paying owner (s) may attach in favor of the paying lot owners, to the lot of the non-paying owner (s), as of the time the Association Board or Improvement and Service District cause to be recorded in the office of the County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

- (a) The amount of delinquent assessment and such related charges as may be authorized by this declaration.
- (b) The name of the owner of record or reputed owner of the lot.
- (c) A legal description of the lot against which the lien has been assessed.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a Lot which is subject to assessment shall be a member of the Association or Improvement and Service District. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2: The Association or Improvement and Service District shall have two classes of voting membership.

CLASS A: Class A member shall be all Owners with the exception of the DECLARANT, and shall be entitled to one vote for each Lot owner. When more than one person has an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When two or more

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persons are stockholders in a corporation holding an interest in any Lot, one, and only one, shall be a member for voting purposes.

CLASS B: The Class B member (s) shall be the DECLARANT (s) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events, whichever occurs first:

- (a) When the total votes outstanding in the Class A membership equal the Total votes outstanding in the Class B membership, (upon the conveyance of 75% of the units),
or
- (b) On December 31, 2008

ARTICLE VIII

GENERAL PROVISIONS

Section 1: COVENANTS RUN WITH THE LAND: These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

Section 2: AMENDMENT OF COVENANTS: These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the landowners vote for any amendment. These votes are counted as per the class of the lot owner.

Section 3: ATTORNEY FEES: Any expense reasonably incurred in collecting and /or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other lot owner (s), homeowners (s), or land owners association, or Improvement and Service District or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced.

Section 4: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

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IN TESTIMONY WHEREOF, the undersigned owners have caused these presents to be signed;

Randal P. Pope and Arla J. Pope

Randal P. Pope
Randal P. Pope

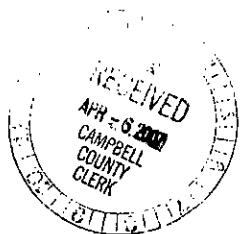
Arla J. Pope
Arla J. Pope

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Subscribed and sworn before me on the 6th day of April, 2007 by Randal P. Pope and Arla J. Pope as a free and voluntary act and deed.

WITNESS my hand and official seal.
PATRICIA A. SPARLING - NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My commission expires: 2-6-10

Patricia A. Sparling
Notary Public



STATE OF WYOMING)
Campbell County) ss.
Filed for record this 6th day of April A.D., 2007 at 3:00 o'clock P M. and recorded in Book 2248
of Photos on page 33-41 Fees \$ 32.00 889859
Christy Gunders RECORDED ABSTRACTED INDEXED CHECKED
County Clerk and Ex-Officio Register of Deeds By Deputy Patricia A. Sparling