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CHARA HILL ESTATES

(edited)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
SINGLE FAMILY DWELLINGS**

THIS DECLARATION is made by Mickey Shober and Tom Kremer having an interest in the following described property (Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of the certain property in the City of Gillette, State of Wyoming, which is more particularly described as;

Lots 9-24 of Block 1, Lots 1-7 of Block 2,
of Chara Hill Estates, Phase 1 City of Gillette, Wyoming a subdivision of
part of the SE ¼ section 26 T50N, R72W of the sixth PM
Campbell County Wyoming.

NOW THEREFORE, Declarant declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting 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 Properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

This is a corrected declaration of the previously recorded one in book 1328 of Photos, page 666, recorded March 25, 1995.

ARTICLE I

DEFINITIONS

Section 1. "Owner" means the recorded 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 security for the performance of an obligation.

Section 2. "Properties" means that certain real property described on Page 1.

Section 3. "Lots" means any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Declarant" means Mickey Shober, his successor and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 5. "Architectural Committee" means the committee that will be set up by the Declarant and will control the development of the subdivision and the enforcements of the covenants. The committee will consist of Mickey Shober, Linda Shober and Tom Kremer. The committee shall be self-perpetuating and any vacancy may be filled by the remaining committee member or members.

Section 6. "Front Yard" means the area from the street to the house. In the case of corner lots it would mean the area from both street frontages to the house.

ARTICLE II

EXTERIOR MAINTENANCE

Each Individual Owner shall be obligated to provide exterior maintenance of his own Lot to include but not limited to painting, mowing and trimming the entire area of the Lot, not allowing trash or garbage of any kind to accumulate. If an Owner of any Lot on the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Committee, the committee by a vote of at least two-thirds, shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this article to enter upon the parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become a debt of the Owner of the Lot.

ARTICLE III

USE RESTRICTIONS

Section 1. Enjoyment of Property. The Owner shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties.

Section 2. In Derogation of Law. No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Wyoming, City of Gillette, Campbell County or any other applicable governmental body.

Section 3. Pets. No animals may be kept except dogs and cats, and they shall be kept in an area which is adequately fenced, preferably by underground fence, which will keep the same within owners' area, and the premises must be kept in a clean and sanitary condition so as to not be offensive to adjoining owners. Owner shall not operate any commercial enterprise involving pets, i.e., kennels or pet farms, etc.

Section 4. Commercial Activity. There shall be no commercial activity by the Owner or anyone else on the property.

Section 5. Temporary Structures. No structure of a temporary character, such as a trailer or shack or other outbuildings shall be used on any Lot at any time.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Wyoming.

Section 7. Livestock and Poultry. No animals or livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept according to the provisions of Section 3 hereof.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. Every Owner, occupant or tenant shall have weekly garbage and refuse removal as provided by the City of Gillette.

Section 9. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the Architectural Committee and the local health authority.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot.

Section 11. Water Supply. No individual water supply system shall be permitted on any Lot, unless prior approval for such system is obtained from the Architectural Committee and all such construction must be in accordance with the rules and regulations of the City of Gillette.

Section 12. Sewer Line Location. The Lot owner and building contractor are responsible for determining elevation of sewer line in the street before construction begins.

Section 13. Distance Between Buildings and Setbacks. The setback from the front lot line to the foundation shall be a minimum of 50 feet on all lots unless variance is applied for and approved in writing by the Architectural Committee. The setback distance from any side lot line on the following lots shall be 30 feet; Lots 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 of Block 1 and Lots 1, 2, 3, 4, 7 of Block 2. The side lot line setbacks for the following lots shall be 20 feet; Lots 12A, 12B, 13A, 13B, of Block 1, Lots 5A, 5B, 6A, of Block 2. The setback distance from any back lot line shall be 40 feet. Any variances from those distances set forth must be approved in writing by the Architectural Committee.

Section 14. Automobile Repair and Maintenance. No more than one vehicle is to be parked outside on a continual basis. There shall be no major overhaul or repair work performed on automobiles or other vehicles outside deemed to be in an inoperative condition in excess of three days and which the Architectural Committee deems undesirable on the area may be removed by action of the Architectural Committee.

Section 15. Signs. No signs of any kind nor for any uses, except public notice by a political division of the state, or as required by law, shall be erected, posted, painted or displayed on any building site or portion of this subdivision whatsoever, except any builder may erect a sign up to 4 feet by 8 feet to display all other signs from subcontractors. There will only be one sign allowed per Lot, and must be installed in a professional manner. The sign must be removed at the time that certificate of occupancy is issued. Any Owner wishing to sell or rent his home may place one sign not larger than 1200 square inches advertising the property for rent or sale.

Section 16. Driveways. Primary Driveways shall be paved from the street to the garage with material such as asphalt, concrete or paving stone. Driveways must be 16 feet in width from the street to the property line. There shall be culverts installed with flared ends and a hard surface material such as concrete, asphalt or brick must be used to form up around the culvert as to keep grass and weeds from growing up around that area. Driveways will be maintained by the homeowner. Driveways must be approved by the Architectural Committee before construction can begin. Architectural Committee will have a sample driveway design available for the builder and owner.

Section 17. Size of Home. All houses must be stick-built and have a minimum appraised value of \$250,000.00; they must have 2000 square feet or more of finished living area with a minimum of 1400 square feet on the main level.

Section 18. Home Completion. All homes must have the exterior of the structure completed within 120 days from the date framing begins. This includes siding, roofing, windows, doors, etc. If it goes beyond the 120 days, the Architectural Committee will contract to have it completed and assess the property owner or builder for the cost.

Section 19. Re-Subdivision. No Lot may be subdivided or changed in any dimension from the final recorded plat without prior written approval of the Architectural Committee.

Section 20. Homeowner Dues.

a. A homeowner's assessment of \$200.00 per year per lot shall be levied. This assessment shall amount to a lien on the respective lots until paid or foreclosed pursuant to this section. Notice of the assessment will be sent to each homeowner in January of each year and the assessment shall be paid on or before April 1st of each year. Any lot purchased during the year will be assessed a prorated amount for the remainder of the year. Any assessment not paid by that time shall be considered delinquent.

b. At such time as the fund created from the homeowners' assessment paid pursuant to this section reaches \$10,000.00 by January 1st of any given year, no further assessments shall be made until such time as the balance in that fund is \$5,000.00 or less.

c. Any delinquent assessment shall bear interest from the due date at a rate of 18% annum. The Architectural Committee brings an action of law against the owner or owners personally obligated to pay such assessment, or may foreclose the lien against the property. The Architectural Committee shall be entitled to reasonable attorneys' fees and costs incurred in the collection of any delinquent assessments.

d. Homeowners' dues shall be used for parkway upkeep, entrance upkeep and cul-de-sac upkeep to include, but not limited to, such improvements as planting trees, watering and other tree maintenance and upkeep.

e. The homeowners' dues fund shall be managed and controlled by the Architectural Committee.

f. The assessment lien provided for in this declaration shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien.

ARTICLE IV

PRESERVATION OF VIEW RIGHTS

The Architectural Committee shall have the responsibility of determining whether trees or other vegetation on the premises of any Lot unreasonably interferes with the view of other residences of this subdivision. In any case in which the Architectural Committee shall determine that there is such interference, it shall send a notice in writing to the Owner involved. The notice shall set forth the extent of which the tree or other vegetation shall be pruned or removed at the expense of the Owner. If within 30 days after receipt of such notice the Owner has not caused the trees or other vegetation to be pruned or removed to the extent required by the Architectural Committee, it may by vote of at least two-thirds, enforce by injunctive or other legal remedy the obligation of the Owner under this article. The Architectural Committee shall not be responsible for nor shall incur any damages as the result of a decision or action involving the removal of such property.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. If the committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

a. No fence shall be built in the front yard, or side yard if facing a street anywhere in front yard set back. (Refer to Section 6 of Definitions on Page 2)

Section 2. The following provisions must also be adhered to:

a. Only colors that will be approved by the Architectural Committee may be used. This will include roof, siding, trim, decks, etc. The color approval or disapproval will be at the sole discretion of the Architectural Committee. Exterior color schemes must be submitted at the time plans are reviewed by the Architectural Committee. This is to help keep Chara Hill Estates exclusive and somewhat uniform.

b. Landscaping is of the utmost importance to the Architectural Committee. Each front and side yard exposed to a public street must be sodded or hydro-seeded and landscaped to the rear of the structure. All rear yards not exposed to a public street must, as a minimum, be seeded by broadcasting and maintained. These items are the responsibility of the building contractor that originally constructs the housing units and must be written in the building contract. The Declarant will not accept the passing of this responsibility to the home buyer.

c. There must be four (4) trees that are acclimated to the Gillette area, planted in the front yard of each dwelling unit that is constructed, before certificate of occupancy will be issued. Two of these trees must be a minimum of 8 feet in height and the other two must be a minimum of 5 feet in height. This will be the responsibility of the contractor and must not be passed on to the homeowner and must be written in the original building contract with the homeowner.

d. Exterior of home must be of Drivit, Brick, Stone, or a high quality siding material such as Hardboard. Vinyl, metal, or any form of Masonite siding are not acceptable. A portion of the front of the house must have Stone, Brick, or Drivit material.

e. Roof pitch must be 6/12 or greater and roofing material must be a minimum of 30 year architectural shingles.

ARTICLE VI

GENERAL PROVISION

Section 1. *Enforcement.* The Architectural Committee or any Owner shall have the right to enforce, by any proceeding or law or in equity, all restrictions, conditions, covenants, obligations and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Architectural Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All attorneys' fees shall be the responsibility of the violator of the covenants.

Section 2. *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. *Amendment.* The covenants herein set forth shall run with the land and bind the present Owner, its successor and assigns, and all parties claiming under it shall be taken to hold, agree and covenant with the Owner of said building sites, its successors and assigns, and with each of them, to conform to said restrictions, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their holding of any title to said land, and Declarant or the Owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Declarant and the Owner of any other lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce

as required in any proceeding either to enjoin violation of the declaration of protective covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render invalid the lien on any mortgage (or deed of trust) made in good faith and for value.

Dated this 7 day of March, 2003.

ATTEST: CHARA HILL ESTATES, LTD.

[Signature]
Secretary

[Signature]
President

Acknowledgement

STATE OF WYOMING)
) SS
COUNTY OF)

The above and foregoing was acknowledged before me by Tom Kremer & Mickey Shober Secretary/President of Chara Hill Estates, LTD, on this the 9th day of April, 2003.

Witness my hand and official seal.



[Signature]
Notary Public

Notary Public

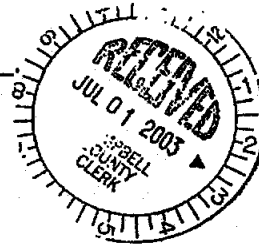
My commission expires:

Section 4. I, the undersigned, have fully read and understand all of the covenants set forth for Chara Hill Estates Subdivision. I understand that I am legally bound by these covenants and agree to abide by them.

Land Owner

Contractor

Dated this _____ day of _____, 20_____



CHARA HILL ESTATES, LTD.

By: _____

STATE OF WYOMING } ss.
Campbell County }
Filed for record this 1st day of July A.D. 2003 at 2:52 o'clock P M. and recorded in Book 1886
of Photos on page 96-108 Fees \$ 44.00
By *Christine Spurling* 8/8954
County Clerk and Ex-Officio Register of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED