

**TO THE PUBLIC:**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR THE CRADLE BUTTE SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by WS Properties, LLC, herein referred to collectively as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property (the "Property") situated in Campbell County, State of Wyoming, more particularly described as follows:

Township 50 North, Range 69 West 6<sup>th</sup> P.M., Campbell County, Wyoming  
Section 7: that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ , also described as Lot 1

Township 50 North, Range 70 West 6<sup>th</sup> P.M., Campbell County, Wyoming  
Section 12: that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  lying East of the centerline of the Adon County Road

Said tract of land contains 62.06 acres, more or less, subject to all rights restrictions, reservations and/or easements of sight and record

is embraced in the subdivision known as Cradle Butte Subdivision, Lots 1-9, (the "Subdivision") Campbell County, Wyoming and said Subdivision is platted and said Plat is recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming at Book 9 of Plats, Page 67, which Plat is incorporated by reference in this Declaration as if set forth in full herein; and

WHEREAS, it is the intention of the Declarant that the entirety of said Property, including the lands located in the Subdivision, shall be developed and maintained as a highly desirable residential area; and

WHEREAS, in order to establish a general plan for the improvement and development of the Property, the Declarant desires to subject the Property, and any subdivision thereof, to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed; and

WHEREAS, Declarant shall hold and/or convey the Property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby pronounces that all of the real property described above 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 described real property or any part thereof, their heirs, successors and assigns, and

shall inure to the benefit and burden of each owner thereof, and which are intended not to be merely personal; and

Any and all of the Lots within the Property shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes and covenants (collectively, the "Covenants"). Each and every covenant is for the benefit and burden of the entire Property and the benefit and burden of every landowner therein. These Covenants shall be binding on all owners of land in the Property and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These Covenants are imposed pursuant to a general plan for the improvement and benefit of the Property; and

All owners, each and every one, shall have the right to enforce these Covenants as they are imposed upon each Lot and Owner. These Covenants are imposed upon the Property as a whole.

#### ARTICLE I. DEFINITIONS

A. "Property" or "properties" or "premises" shall mean and refer to that certain real property described as follows:

Township 50 North, Range 69 West 6<sup>th</sup> P.M., Campbell County, Wyoming  
Section 7: that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ , also described as Lot 1

Township 50 North, Range 70 West 6<sup>th</sup> P.M., Campbell County, Wyoming  
Section 12: that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  lying East of the centerline of the Adon County Road

Said tract of land contains 62.06 acres, more or less, subject to all rights restrictions, reservations and/or easements of sight and record

including, but not limited to, the Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants.

B. "Subdivision" shall mean and refer to that certain real property described as follows:

Township 50 North, Range 69 West 6<sup>th</sup> P.M., Campbell County, Wyoming  
Section 7: that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ , also described as Lot 1

Township 50 North, Range 70 West 6<sup>th</sup> P.M., Campbell County, Wyoming

Section 12: that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  lying East of the centerline of the Adon County Road

Said tract of land contains 62.06 acres, more or less, subject to all rights restrictions, reservations and/or easements of sight and record

and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants, as provided for herein.

C. "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

D. "Declarant" shall mean and refer to WS Properties, LLC, its, their agents, successors, and assigns.

E. "Owner" or "Lot 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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

F. "Lot" or "Lots" shall mean and refer to any tract, tracts, plot, or plots of land, whether now existent or hereinafter created, located within the Property and/or shown upon any recorded subdivision plat of any part of the Property, with the exception of common areas, if any, and streets therein.

G. "Vehicle" shall be defined as any device designed to operate on wheels or runners for transporting persons or objects.

H. "Association" shall refer to the Cradle Butte Subdivision Homeowner's Association, a Wyoming nonprofit corporation, its successors and assigns.

I. "Permanent Storage" shall mean parking, placing, or locating an object in a location, or approximately the same location, for greater than 60 days.

## ARTICLE II. NATURE AND PURPOSE OF COVENANTS

The Subdivision shall be made up of at least nine (9) Lots in size of not less than five (5) acres per Lot. The Covenants set forth in this 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 of Lots therein. These Covenants are imposed upon Declarant, upon the Owners of all Lots, and upon any homeowners association

and/or the equivalent. Said Covenants are for the benefit and burden 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 their heirs, successors and assigns. All such Covenants are intended as and hereby declared to be Covenants running with the land or equitable servitudes upon the land, as the case may be.

### ARTICLE III. SPLITTING OR SUBDIVISION OF LOTS

No Lot shall be split or subdivided except in compliance with these Covenants and as otherwise permitted by applicable law and regulations, but in no event shall any Lot contain less than five (5) acres of land.

### ARTICLE IV. RESIDENTIAL USE CONSTRUCTION

A. Land Use and Building Type. Each Lot within the Property shall be used only for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed two and one-half stories in height, a private garage for not less than two cars and detached buildings compatible with the residential purpose and use of the Lot. Each Lot within the Property shall otherwise be constructed upon, improved, used and occupied only for private residential purposes consistent with the applicable zoning regulations of Campbell County, Wyoming, in effect on the date that said construction, improvement, use or occupation begins.

B. Construction and Building Standards and Requirements. All construction, including utilities, shall meet any applicable building codes for Campbell County, Wyoming, on the date of commencement of the said construction. All utilities serving the dwelling or any other improvement shall be buried. All dwellings shall be "stick built" and constructed on site or be manufactured homes complying with regulations promulgated by the Department of Housing and Urban Development. All "stick built" dwellings shall be completed and ready for occupancy within twelve (12) months after construction begins. All exterior materials shall be wood, brick, stone, stucco, prefinished aluminum siding, prefinished steel siding, prefinished vinyl siding or any combination thereof. All roofs shall consist of earthtone (including black) asphalt shingles, wood shingles, shake shingles, or pre-finished steel raised seam to the extent permitted by Campbell County for any contractor - constructed dwelling within the County. All buildings and structures shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area.

C. Building Locations and Setback Lines. All structures within the Subdivision shall have a minimum of a fifty (50) foot setback from the Lot line parallel and closest to Cradle Butte Road. No structure shall be constructed within fifty (50) feet of the rear Lot line. No structure or appurtenance to a structure (including but not limited to decks) shall be located nearer than thirty (30) feet to an interior Lot line.

D. Waste Storage and Disposal. No Lot shall be used or maintained as a dumping ground or gathering place for rubbish, trash or garbage. Waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition and shall be stored out of view. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

E. Soil Analysis. The purchaser and owner of any Lot shall be responsible for obtaining and reviewing soil reports relating to the Lot and engaging a Professional Engineer with geotechnical expertise to evaluate the soil conditions.

**ARTICLE V.  
COMMERCIAL USE**

No part of the Property shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or 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.

**ARTICLE VI.  
VEHICLES**

No inoperable and/or unlicensed Vehicle shall be left exposed to view on any Lot in excess of one (1) week. No recreational vehicles, boats, trailers, campers, camp trailers, recreational vehicles, motorcycles, snowmobiles or commercial trucks (other than pickups) shall be parked either on any street within the Property or on any Lot within the Property except within the building setback lines.

**ARTICLE VII.  
WATER DRAINAGE**

Each Lot Owner shall be responsible for insuring that water drainage is continuous and adequate in the portion of the Lot which adjoins any dedicated road within the Property and that individual Lot landscaping and topography does not adversely impact other Lots or roads within the Property.

**ARTICLE VIII.  
UTILITY ACCESS**

Lot Owners shall allow utility access for the reading of meters or other measuring devices, and for installation access or maintenance access of any and all utilities, whether public or private, installed in the Property. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision or any subsequent recorded

plat or as described in any subsequent conveyance by Declarant. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

#### ARTICLE IX. OFFENSIVE ACTIVITY

Barking dogs shall be considered an annoyance and nuisance and shall be considered a violation of these Covenants. Any keeping of animals other than dogs, cats and other household pets and not otherwise prohibited by these Covenants shall be in an area which is adequately fenced to the side or rear of the dwelling and maintained in a clean and sanitary condition so as to not be offensive to other Lot Owners. Commercial breeding, commercial boarding or raising of animals for sale is prohibited. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which is or may become a nuisance in the neighborhood. Any condition determined by the Association to be offensive shall be corrected upon notification to the offending Owner within thirty (30) days.

#### ARTICLE X. AESTHETIC MAINTENANCE

A. Signs. No signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent.

B. Exterior Maintenance. Each individual Lot Owner shall be obligated to provide exterior maintenance of his own Lot, including, but not limited to painting of structures; mowing and trimming the entire landscaped portions of the Lot; adequately irrigating the landscaped portions of the Lot; and not allowing trash or garbage of any kind to accumulate. If an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association, the Association, 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 and the Association may enforce the debt by lien, foreclosure, or other judicial remedy.

C. Telephone, Electrical and Utility Wires. All telephone, electrical and other utility wires and/or cables shall be placed underground from the main trunk lines to each principal residence and/or improvement.

D. Landscaping. All Lot Owners shall be required to plant, keep and maintain on their Lot not less than two (2) trees, each being not less than three (3) feet in height.

**ARTICLE XI.  
HOMEOWNERS ASSOCIATION**

A. Association. The Declarant has caused or prior to conveyance of any Lot in the Subdivision shall cause to be incorporated the Cradle Butte Estates Homeowners Association, a Wyoming non-profit corporation. Declarant shall be the sole member of the Association until such time as the majority of the Lots within the Subdivision, have been sold and conveyed by the Declarant. At such time, the Owners of the Lots, as members of the Association, shall elect the Directors of the Association under the provisions of the Articles of Incorporation and/or By-Laws of the Association.

B. Roads and Common Areas. In addition to such powers as are provided for in these Covenants or its Articles of Incorporation and By-Laws, the Association shall have the power to (1) establish, levy, assess and collect charges and/or assessments in order to properly maintain the roads and any Common Areas within the Property as provided for by its Articles of Incorporation and By-Laws; and (2) adopt rules and regulations governing the use of any roads and Common Areas.

C. Expenses. The Association shall have the power to establish, levy, assess and collect charges and/or assessments in order to carry out its powers and functions as provided for by these Covenants, its Articles of Incorporation and By-laws.

D. Lien. Should any Lot Owner fail to pay any charges or assessments, then, at the option of the Association, a lien against the Lot of such Owner in favor of the Association shall attach as of the time the Association shall cause to be recorded in the office of the Campbell County Clerk and Ex-officio Register of Deeds a notice of such lien which shall state the amount of the delinquent charges and assessments and related charges as may be authorized, the name of the Lot Owner and the legal description of the Lot against which the lien is assessed.

E. Variances. Upon written request, the Association may, in its sole discretion, vary the limitations contained in the Covenants when strict compliance with the Covenants would result in hardship on a Lot Owner, but only to the extent that the requested variance is consistent with the intent and purpose of the Covenants which is to insure the Property is aesthetically attractive and a highly desirable residential area. The Association shall approve or disapprove the request for variance within forty-five days of the receipt thereof. Failure of the Association to approve or disapprove a request for a variance within forty-five days shall not be deemed approval nor waive the requirement for approval.

F. Immunity of Association. To the maximum extent permitted by law, Declarant and the Association shall be immune from liability for its acts or omissions including, but not limited to, negligent acts or omissions.

**ARTICLE XII.  
SUB-SURFACE USE**

A. Surface Utilization. Mineral rights have been severed from the surface within the Property.

B. Mineral Exploration, Development, or Production. Each Lot Owner hereby assigns, grants, and conveys his right to negotiate and collect surface damages for mineral exploration, development, and production to the Association subject to the following:

1. Proposals for Exploration. The Association shall receive all proposals for surface access or damage agreements from Operator(s) seeking surface access for mineral exploration, development, or production on the Property. Any such proposal shall set forth all damages attributed to the entire Property; and the proposed terms and conditions for the right of access to the surface lands; and such proposal shall set forth the amount of damages to the nature and extent of access to be attributed to each individual Lot Owner.
2. Circulation of Proposals. The Association shall circulate the proposal(s) among the Lot owners within the Property within ten (10) business days of receipt and may also negotiate to receive clarifications or additional proposals.
3. Approval of Proposals. The Association shall approve, on behalf of all Lot owners, only those surface damage agreements which are unanimously approved in writing by all of the Lot owners within the Property.
4. Distribution of Proceeds. Upon the unanimous approval of the Lot owners within the Property, the Association shall direct the Operator or other person making the approved proposal to pay the damages as provided under the proposal to the individual Lot owners or to the Association.
5. Failure of Proposal. If unanimous approval of the Lot owners is not obtained, the Association shall make no agreement for surface access or damages.
6. Condemnation. In the event all of the Lot owners within the Property cannot reach unanimous approval of a given proposal, no individual Lot Owner may agree to grant surface access or receive surface damages, provided, however, that if an Operator posts a bond for entry in accordance with state or federal law, the Association may in its usual course of business decide to pursue the claims on behalf of the Lot owners collectively. If the Association declines or fails to pursue the rights of the



Lot owners collectively, the individual Lot owners may pursue their individual claims for damages at their own expense after an assignment of that right is granted to them from the Association. Such an assignment shall not be unreasonably withheld. Neither the Association nor any Lot Owner acting in an individual capacity shall be required to make or pursue any claim for damages.

### ARTICLE XIII. GENERAL PROVISIONS

A. Covenants Run with Land. These Covenants shall run with the land and shall be binding upon all Lot Owners, their heirs, successors and assigns. These Covenants shall run with the land and shall be binding upon all persons claiming under them for a period of twenty-five (25) years from the date of this Declaration. These Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then owners of the Lots has been recorded, agreeing to repeal these Covenants.

B. Enforcement. These Covenants may be enforced by the Association or any Lot Owner. Enforcement of these Covenants shall be by any proceeding at law or in equity (i) against any person or persons violating or attempting to violate any Covenant, either to restrain or enjoin violation or to recover damages, (ii) against any Lot to enforce any lien or Covenant by this Declaration, or (iii) both.

1. Before the Association may bring an action to enforce these Covenants, the Association shall first afford the person or persons violating or attempting to violate any Covenant the following process:
  - a. Notice. The Association shall provide written notice of the violation to the Owner(s) of the Lot at issue, and that the violation(s) must be corrected within thirty (30) days or a hearing demanded by the alleged violator before the Association to contest the existence of the violation.
  - b. Hearing. If the alleged violator desires a hearing to contest the existence of the violation, they shall make a demand for the same, in writing, delivered to the Association on or before ten (10) days from the date of the mailing of the notice of the violation. The hearing shall be informal in nature and shall be conducted by the Association or its designee at a date and time chosen by the Association, usually at its next regularly scheduled meeting. The Association shall provide written notice of the date and time set for such hearing to the person or persons requesting such hearing.
  - c. Decision. Within a reasonable time after the conclusion of a hearing, the Association shall render a determination as to the existence or nonexistence of the violation. If the Association determines there is a violation or an

attempted violation of any Covenant, the Association may proceed to enforce the Covenant in the manner as set forth herein.

2. In the event any proceeding at law or in equity is brought and successfully prosecuted by the Association or any Owner to enforce these Covenants, the Association or Owner shall be entitled to recover damages incurred in enforcement, including liquidated damages in the amount of \$25.00 per day from the date of (i) in the case of the Association, the violator's receipt of the notice of violation, or (ii) in the case of any Owner, the filing of the action. The Association or Owner shall also be entitled to recover their costs incurred in enforcement, including, but not limited to, reasonable attorney fees. Under no circumstances shall a party bringing an action to enforce these Covenants be liable for any costs, attorney fees, or expenses incurred by a defending party.
3. Any judgment in favor of the Association for damages, costs, or attorney fees, shall be a lien in favor of the enforcer against the lot or lots which are the subject of the proceedings and shall be a continuing lien against the lot and an obligation of the Owner and may be enforced as provided by law.
4. The failure or forbearance by the Association or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. The remedies provided for in this Declaration shall be cumulative and not exclusive.

C. Amendment of Covenants. These Covenants may be amended by Declarant at any time before Declarant has sold and conveyed all of the Lots in the Subdivision. Once all of the Lots in the Subdivision have been sold and conveyed by Declarant, these Covenants may be amended only upon the written approval of the Owners of not less than eighty percent (80%) of the Lots.

D. County Regulations. If Campbell County imposes any limitations on the use or development of these Lots which is more restrictive than the restrictions imposed by these Covenants, then the more restrictive limitations of Campbell County shall take precedence over these Covenants.

E. Severability. In the event that any of the provisions of these Covenants are found by a court to be unenforceable for any reason, the remainder of these Covenants shall remain in full force and effect.

