

**DAKOTA ESTATES SUBDIVISION
EVAN AND SANDY CROSS**

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF:
DAKOTA ESTATES SUBDIVISION

The following covenants shall apply to the following property described as:

"Dakota Estate Subdivision" a subdivision of the NW of the NW 1/4, NE of the NW 1/4, SW of the NW 1/4, SE of the NW 1/4 of Sec 28, T45N, R70W of the 6th P.M., Campbell County, Wyoming.

Definitions:

"Association" shall mean and refer to DAKOTA ESTATES HOMEOWNERS ASSOCIATION, a nonprofit Wyoming association, its members, successor and assigns.

"Owner" shall mean the record owner of a fee simple title to a Lot which is part of the Subdivision.

"Common Area" Shall mean utility easements, water well locations, and other property owned by the Association for the common use and enjoyment of the owners.

"Declarant" shall mean Evan and Sandy Cross or their successors and assigns.

"Member" shall mean every person or entity who is an owner of a Lot.

"Board of Directors" or "Board" shall refer to the duly elected Board of Directors of the Association.

Use of Residential Lots:

Section 1: Lots are for residential purposes only, which will be restricted to one single family dwelling.

Section 2: Construction. Manufactured doublewide or triple wide homes, Modulars and stick built homes only, no singlewides allowed. No home to be older than 5 years old when put on lot. All homes at least 24 feet wide, stick built type siding, a pitched and shingled roof. All homes must be skirted.

Section 3: Commercial use. No part of residential lot shall be used for commercial purposes. In home businesses such as day care and EBay will be allowed. Truckers and equipment operators may keep up to three vehicles relating to their business. No commercial signs will be allowed.

Section 4: No hunting or shooting allowed on any lot or on any neighboring lot.

Section 5: Setback. No building shall be located nearer than fifty (50') feet to a property line.

Section 6: Vehicles: No un licensed vehicle will be allowed on lot unless inside of a building or behind a solid fence or non-see through fence.

Section 7. Sewage/Septic System. All septic to be installed to Wyoming Dept of Environmental Quality (DEQ) and Campbell County Building & Planning Dept. rules and regulations.

Section 8. Junk, rubbish and trash. No junk or unsightly materials stored on lot. All rubbish, junk, trash and garbage shall be removed at least twice monthly. All lots must have refuse containers and /or enclosed storage area and secured so trash may not be blown or scattered in any manner.

Section 9. Livestock. Livestock shall be permitted. No commercial enterprise of livestock will be allowed. Example: No Feedlot, commercial dog kennels, sled dog teams and etc.

Section 10. In addition to these covenants, all State and County rules and regulations must be followed.

Section 11. **Offensive Activity.** No noxious or offensive activity shall be carried on or upon any lot, not shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 12. Declarant has installed a water well, cistern, well house, and water taps to service the Lots. The water well is located within the Well Site Easement. Thus, the water well is owned, governed and maintained by the Association. Each Lot Owner will become a member of the Association and sign a water well agreement. Each lot, regardless of the number of owners, shall have one vote.

Section 13. **Road.** Road is shared with adjoining Chris Estates. The maintenance will be shared jointly by the Homeowners Associations of Chris Estates and Dakota Estates. The Homeowners will have an annual meeting to address any road issues.

Section 14. Each owner of any Lot, by acceptance of a deed agrees to pay to the Association: 1. Fees as set forth by the Board of Directors for operating reasons, assessments or charges, and 1. Special assessments as may be needed.

Section 15. **Telephone and electrical buried.** All Electrical can be overhead to pole with meter box and then must be underground from meter box to home. All telephone services to be buried.

Section 16. **No Subdivision.** There shall be no subdivision of the property, lots or any tract thereof.

Section 17. **General provisions.**

Section 18. Prospective property owners should be aware that there is a 100 foot No-Build Zone on Lots 2 and 3 due to an existing oil production facility.

Section 19. **Mineral Rights – Fee interest in mineral ownership is not held as part of the surface ownership.** Coal, oil, and gas development are prevalent in Campbell County. These activities include the use of heavy equipment, explosives and other activity which can create noise, dust and other items which may affect the quality of life of surrounding property owners. Persons intending to purchase land in Campbell County should be aware of the existence of the potential for such activity and perform their own due diligence on the potential impacts.

A. COVENANTS RUN WITH 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.

B. AMENDMENT OF COVENANTS: These restrictions and covenants may be modified, amended or altered by 80% approval of the owner or owners of all the original platted tracts.

C. 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.

D. ENFORCEMENT: The lot owner(s), or Improvement and Service District or its equivalent shall have the right to enforce, by any proceeding or law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the lot owner(s) to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the lot owner(s) from enforcing any subsequent covenant violation.

E. FENCING OF TRACTS OR LOTS. All tracts or lots are required to be fenced by the lot owners other than the Declarants. A minimum of a four wire fence to be installed within 180 days of occupancy of the tracts or lots by owner.

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

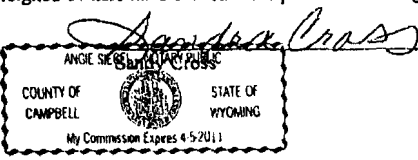
G. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

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

[Signature]
Evan Cross



STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Subscribed and sworn before me on this 15 day of February, 2008 by Evan and Sandy Cross as a free and voluntary act and deed.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 4-5-2011

~~Approved for filing by the Campbell County Planning Commission this ___ day of ___ A.D., 2008.~~

~~Chairperson~~

~~Chairperson~~

~~Approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming, this ___ day of ___ A.D., 2008.~~

~~Member~~

~~Member~~

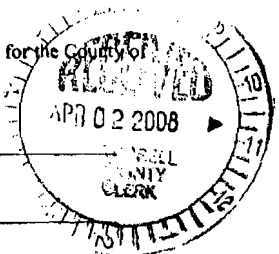
~~Member~~

~~Member~~

~~Chairperson~~

~~Attest:~~

~~Clerk of the Board~~



STATE OF WYOMING)
) ss.
CAMPBELL COUNTY)

Filed for record this ___ day of ___ A.D., 2008, at ___ o'clock ___ M and recorded in Book ___ of ___ on page ___ Fee \$___

Recorded
Abstracted
Indexed
Checked
By
Deputy

RECORDED
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