

891777

HOLLOW POINT
A SUBDIVISION OF CAMPBELL COUNTY, WYOMING

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by TIPPMANN DEVELOPMENT, LLC, an Indiana limited liability
duly registered and authorized to do business in Wyoming, hereinafter referred to as Declarant:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (hereinafter described as "Tracts, Subdivision, Lots, Property, Properties", or like term) situate in Campbell County, Wyoming, which property is more particularly described on the plat map for Hollow Point Subdivision as the same that is filed for record with the County Clerk and Recorder of Campbell County, Wyoming, a copy of which is attached hereto as Exhibit "A", which description of the real property is incorporated herein by this reference; and

WHEREAS, in order to establish a general plan for the improvement and development of the property or tracts within the subdivision (hereinafter referred to as "tracts, subdivision or property"), Declarant desires to subject the tracts to certain covenants, conditions and restrictions (hereinafter referred to as "DCCRs" or "covenants" or "Declaration"), to which all of the Tracts shall be subject to, held, improved and conveyed; and

WHEREAS, Declarant will convey the said tracts subject to certain protective covenants, conditions and restrictions, liens and charges as set forth herein.

NOW, THEREFORE Declarant declares that all of the tracts described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the tracts and be binding upon all parties having any right

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title and interest in the described tracts or any part, their heirs, successors and assigns, shall inure to the benefit of each Owner, and which are intended not to be merely personal.

ARTICLE I.
DEFINITIONS

- Section 1: "Association" shall mean and refer to Hollow Point Subdivision HOMEOWNERS ASSOCIATION, a nonprofit Wyoming association, its members, successors and assigns.
- Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Tract which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3: "Tract" shall mean and refer to certain lots, tracts and real property within the subdivision as set forth on **Exhibit "A"**, and such conditions or property as may be brought within the jurisdiction of the Association.
- Section 4: "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.
- Section 5: "Declarant" shall mean and refer to Tippmann Development, LLC, or its successors and assigns.
- Section 6: "Member" shall mean and refer to every person or entity who is an owner of a Tract. See Article V.
- Section 7: "Covenants or DCCRs" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, fees, dues and charges imposed by or expressed in this DECLARATION.
- Section 8: "Board of Directors" or "Board" shall mean the DECLARANT until all Tracts have sold. Thereafter, the term "Board of Directors" or "Board" shall refer to the duly elected Board of Directors of the Association. There shall be three (3) directors serving three(3) year terms. Once all lots are sold, the initial Board shall consist of (1) director serving for one (1) year, one (1) director serving for a two (2) year term, and one director serving for a three (3) year term. Thereafter, each director shall serve a three (3) year term.

Elections shall be held each year during January. The directors are responsible to handle the financial matters of the Association and shall report annually to all Association members. Members of the Board of Directors shall be entitled to any compensation of any kind, except reimbursement for verified actual expenses, for services performed pursuant to these DCCRs.

- Section 9: "Vote" shall mean the expressly manifested desire of the owner(s) of a Tract on any issue that comes before the Association in an election or vote. Each Tract shall be entitled to one vote, regardless of the number of owners for any one Tract, except the DECLARANT shall have ten (10) votes per Tract until all Tracts are sold.
- Section 10: "Livestock" is defined to include only horses, milk cow, meat steer, sheep, llamas or goats. No other livestock animals are allowed, including, but not limited to: pigs, chickens, peacocks or other poultry, domestic ducks, domestic geese, and so forth.
- Section 11: "Pets" are defined to include only dogs, cats, hamsters, guinea pigs and fish. No other pets are allowed.

ARTICLE II NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability, and attractiveness of the Tracts and Common Area. These covenants, restrictions, and conditions are for the benefit of all Tracts, and shall bind the Owners of all such Tracts. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner(s) of each Tract, but also their/his/her/its successors and assigns. All such covenants, conditions, and restrictions are intended as and are declared to be covenants that run with the land and are perpetually binding in nature.

ARTICLE III PROPERTY RIGHTS

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

- a. The right of the Association to assess and charge a reasonable maintenance, operation and usage fee and to impose such change or assessment as a lien

against any Tract for which such charge or lien has not been paid in accordance with these DECLARATIONS, Bylaws and Articles of Incorporation, if any.

- b. The right of the Association to suspend the voting rights of an Owner of any Tract whose assessment against his Tract remains unpaid, or any material infraction of these DCCRs.
- c. The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, or entity, but only with the permission of the agency, authority, or entity 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 such dedication or transfer shall be effective unless such dedication or transfer is approved by two-thirds (2/3) of the members.
- d. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purposes of improving or operation said facilities and to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners.
- e. The right of the Association, through its Board of Directors, to adopt and publish rules and regulations and usage fees with respect to the Common Area, if any.
- f. No Tract owner(s) may sue to partition the common area. The common area is for the benefit of all Tract owners and not for a particular individual.

ARTICLE IV
USE OF RESIDENTIAL TRACTS AND COMMON AREA

Section 1 - USE: Each Tract within the properties, except for the Common Area, shall be constructed, improved, used and occupied only for private residential purposes consistent with the Zoning Regulations for Campbell County and these DCCRs in effect on the date that said construction, improvement, use or occupation begins.

- a. No Tract shall be further subdivided or split.
- b. No building structure of any kind, including windbreaks or sheds, shall be erected, placed, or altered on any Tract until the construction plans, specifications, materials, and plan showing the location of the structure have been approved by the Board of Directors. In the event the Board fails to

approve or disapprove within thirty (30) days after plans, specifications, and plat plans have been submitted, or in completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with.

- c. No more than one single-family dwelling shall be constructed on each lot. Out buildings may be constructed so long as the appearance of the out building is substantially similar to the residential dwelling. All home construction shall be "stick built", modular, or double-wide mobile homes. However, modular or double-wide mobile homes must be new, like new, and in no event more than two (2) years old when installed on any Tract. No mobile homes designed as a single-wide, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes of 1,150 square feet, exclusive of porches, terraces, and garage. All construction shall be done with new materials, including utilities, and shall meet the building codes for Campbell County, Wyoming in force on the date construction begins. Two mobile homes designed as a single-wide and connected together shall not constitute a double-wide. All modular homes and double-wide mobile homes shall be placed on permanent foundations. All double-wide mobile homes shall be skirted with color coordinated skirting within three (3) weeks of the dwelling being moved upon the Tract. All skirting shall be vinyl, stone, or masonite siding. All double-wide mobile homes shall have pitched roof. 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. All exterior colors shall be subdued and in the earth tone or light pastel range. No bright or garish colors shall be permitted. Construction of any home shall be completed within one year of the start of construction.
- d. Perimeter Fencing. If owners install perimeter fencing on their Tracts, such fencing shall, at a minimum, conform to the following sheep-tight agricultural standard: wooden or similar strength corner braces, wooden or similar strength H-braces where necessary and on either side of any gate, one 6-inch wooden fence post followed by no more than three steel posts, spaced no further than 15 feet apart, 36-inch high woven sheep-tight wire, with at least two strands of no less than 12 gauge CF&I barbed wire strung above the woven wire. Nothing herein shall prohibit other types of scenic or functional fencing. However, all fencing other than the standard described above must be approved by the Board of Directors.

Section 2 - LIVESTOCK/PETS: Livestock and domesticated pets as defined herein above may be owned by Tract Owner provided such animals if the Tract Owner installs fencing around the perimeter of the Owner's Tract, according to the fencing standard set

forth herein. All animals are to be confined to the Tract Owner's property unless on a leash or otherwise controlled. No more than one (1) livestock animal per 1.5 acres shall be allowed on the property of any Tract Owner. No commercial enterprise involving livestock or pets shall be permitted. All livestock and pets must be provided a sanitary and clean environment. No owner shall allow Owner's Tract to be overgrazed. Whether or not a Tract Owner's property is overgrazed shall be in the sole and absolute discretion and determination of the Board of Directors. If a Tract Owner allows his/her Tract to become overgrazed, then the Board of Directors may require the Tract Owner to remove the animals, at Tract Owner's expense, until such time, which time shall be in the sole discretion of the Board of Directors, as the animals may be reasonably returned. No Tract Owner may own or possess more than three dogs or three cats.

Section 3 - RUBBISH AND TRASH COLLECTION: No Tract shall be used or maintained as a dumping or collecting ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each Tract and shall not be allowed to accumulate thereon. Each Tract owner shall be responsible for arranging for private pick-up and removal of garbage at least once every two weeks and for paying all costs associated therewith. All refuse containers, storage areas, machinery, and equipment shall be maintained in a clean and sanitary manner and secured so trash containers or garbage may not be blown or scattered in any manner.

Section 4 - VEHICLES: Only motor vehicles, boats or trailers, licensed for the current year, and in general daily use shall be kept on the property. No parking or storage of any vehicle, boat or trailer or parts may occur on a Tract other than inside the homeowner's garage or out-building for more than one week. No major repair of any vehicle, boat or trailer may occur on a Tract other than inside the homeowner's garage or out-building.

Section 5 - NUISANCES: No nuisances or offensive activity shall be carried on within the subdivision, nor shall anything be done or permitted which shall constitute a public nuisance, nor shall anything be done or permitted which will endanger any person. No speeding or reckless driving will be permitted in the subdivision. Loud music, loud noises and barking dogs will be considered an annoyance and nuisance and shall be considered a violation of these Covenants. Any condition considered an eyesore by a majority of the Board of Directors must be corrected upon notification to the offending Owner within thirty (30) days.

Section 6 - INTERFERENCE WITH EASEMENT/COMMON AREA: No owner shall place any permanent structure, foundation, accessory building, or object over an easement or common area. The Association has the right to require the owners to remove said permanent structure, foundation, accessory building, or object from an easement or common area.

Section 7 - SIGNS: Signs shall not be permitted except for 1.) a FOR SALE sign not to exceed 2' X 3' in size, or 2.) name/residence signs of a reasonable size done in a tasteful

manner and posted in accordance with local laws and regulations.

Section 8 - OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Tract at any time as a residence, either temporarily or permanently, except for a development construction or sales office, which shall be removed upon the sale of the last Tract.

Section 9 - HUNTING: No hunting shall be allowed on any Tract.

Section 10 - WATER WELLS: DECLARANT has installed two water wells and water taps to service the Tracts. The water wells are located within the Common Area. Thus, the water wells are owned, governed and maintained by the Association. Nothing herein shall prohibit a owner of a Tract from installing their own well for domestic use or irrigation purposes, so long as such well is duly permitted by the State of Wyoming.

Section 11 - COMMERCIAL USE: This is a residential subdivision. No part of any Tract shall be used or caused to be used for any business or commercial activity.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Every owner of a Tract shall be a member of the Association. Membership shall not be separated from ownership of any Tract. All owners shall be entitled to one vote for each Tract, except the DECLARANT who has ten (10) votes per Tract until all of the Tracts are sold. When more than one person holds an interest in any Tract, all such persons shall be members. The vote for such Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Tract. When two or more persons are stockholders in a corporation holding an interest in any Tract, one, and only one, shall be a member for voting purposes. Where multiple owners own any Tract, they shall give written notice to the Board of Directors as to which of the owners has the authority to cast the single vote for the Tract.

ARTICLE VI ASSESSMENTS

Section 1 - CREATION OF THE LIEN AND PERSONAL OBLIGATIONS FOR ASSESSMENTS: Each owner of any Tract, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual, or more frequent if necessary for operating reasons, assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided. The assessments, together with interest, costs, and reasonable

attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall be their personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2 - PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the maintenance, preservation, replacement and operation of the Common Area, and Association costs.

Section 3 - MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first Tract to an owner, the maximum assessment for each Tract shall be four hundred eighty dollars and no/100 (480.00) per year. The DECLARANT shall be responsible for the remaining amount of yearly costs until eighty percent (80%) of the Tracts are sold at which time all Tracts not owned by DECLARANT will be assessed on an equal basis to pay the yearly costs. DECLARANT does not pay annual or special assessments on a per Tract basis and will not pay on the yearly costs once eighty percent (80%) of the Tracts are sold.

- a. From and after January 1 of the year immediately following the conveyance on the first Tract to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of at least 75% of the Tracts.
- b. From and after January 1 of the year immediately following the conveyance of the first Tract to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of at least 75% of the Tracts at a meeting duly called for this purpose.

Section 4 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement and the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least 75% of the votes of the Tracts at a meeting duly called for this purpose.

Section 5 - NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days not more than forty-five (45) days in advance of the meeting. No action may be taken without a quorum. A quorum shall be fifty-one percent (51%) of the authorized voting

Owner of the Tracts (one for each Tract) attending in person or by proxy.

Section 6 - RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rates for all Tracts not owned by DECLARANT and may be collected on a monthly basis.

Section 7 - DATE OF COMMENCEMENT OF ANNUAL AND SPECIAL ASSESSMENTS DUE DATES: The annual and special assessments provided for herein shall commence as to each Tract on the first day of the month following the conveyance of such Tract by DECLARANT. The Board of Directors shall fix and give written notice of the amount of the annual assessment, not to exceed the maximum established herein, against each Tract at least thirty (30) days in advance of each annual assessment period. The due dates and collection methods shall be established by the Board of Directors, and unless otherwise provided, the Association or its assigns shall collect each month from the owner of each Tract one-twelfth (1/12) of the annual assessment of such Tract. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid. Such certificates shall be conclusive evidence of payment of any assessment stated to have been paid.

Section 8 - EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION:

- a. Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after it's due date, the Association may, at it's election, require the owner to pay a "late charge" in the sum to be determined by the Board of Directors, but not to exceed ten dollars and no/100 (10.00) per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.
- b. Creation of Lien: The amount of all delinquent regular and special assessments plus interest and any expenses reasonably incurred in collection and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the Tract so assessed, which shall attach to the Tract as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:
 - I. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration;
 - ii. The name of the owner of record or reputed owner of the

Tract;

- iii. A description of the Tract against which the lien has been assessed.

The notice shall be signed by two officers of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the Tract after the recording of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until the notice of intention to proceed to foreclose the lien has been delivered by the Association to the owner of the Tract affected by the lien at least thirty (30) days prior to the commencement of any such proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive, but shall be in addition to any other rights or remedies which the owners or the Association may have by law or otherwise. The Association shall also have the right to bid on any such foreclosure sale and to hold, lease, mortgage, and convey such Tract upon its purchase. Upon repayment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any Tract shall at all times be subject and subordinate to any mortgage or deed of trust on the Tracts which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a Tract, the interest in the Tract of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the Tract in the same manner provided in this Article.

- c. Curing the Default: Upon timely curing of the default for which a notice of claims or lien was filed by the Association, the officers of the Association are authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting owner, of a fee to be determined by the Association, but not to exceed fifty dollars and no/100 (\$50.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.
- d. Cumulative Remedies: The assessment lien and the rights to judicial foreclosure shall be in addition to and not in substitution for all other rights

and remedies which the Association and its assigns may have in these covenants and by law, including a suit to recover an money judgment for unpaid assessments, as above provided.

- e. Mortgage Protection Clause: No breach of the covenants, conditions, or restrictions, nor any lien so created, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions, and restrictions shall be binding upon and effective against the owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

Section 9 - SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Tract shall not affect the assessment lien. The sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relive such Tract from liability for any assessments becoming due or from the lien.

Section 10 - INSURANCE ASSESSMENTS: The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for the improvements subject to the jurisdiction of the Association, excepting of course, individually owned residences and other structures, against loss or damage by any hazard in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Areas, if any, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

In the event of damage or destruction by any casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the property to as good a condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by the FDIC, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction of rebuilding of such destroyed improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage

sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the owners in such proportions as the Board of Directors deem fair and equitable.

ARTICLE VII
MANAGEMENT COMMITTEE

The Board of Directors may in its discretion appoint a Management Committee composed of one (1) Board member and two (2) Tract owners to supervise the management of the maintenance, preservation and use of the Common Area and related facilities.

ARTICLE VIII
GENERAL PROVISIONS

Section 1 - ENFORCEMENT: "The Association" shall have the exclusive right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or imposed by the provisions of this Declaration. Enforcement shall be by proceedings at law or in equity against any person or persons in accordance with the provisions contained herein. Failure by the Association to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter, nor shall it be a cause of action against the Association by any Tract Owner.

Section 2 - SEVERABILITY: "Invalidation" of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3 - DURATION AND AMENDMENT: These covenants are perpetual in nature, shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by no less than 75% of the then owners of the Tracts has been recorded in the Campbell County real estate records agreeing to the change or abrogation of said covenants in whole or in part.

Section 4 - ATTORNEY FEES: If any action is taken to enforce these covenants, or if any Tract Owner shall sue the Association or its officers or Board of Directors, the prevailing party shall be entitled to reimbursement of their attorney fees and litigation costs from the non-prevailing party.

Section 5 - BINDING EFFECT: These DCCRs are binding upon and inure to the benefit of the heirs, successors and assigns of the Declarant and the Tract Owners. The lease, rental or execution of a contract for deed, or similar contract, regarding a Tract does NOT relieve

the owner of any liability or the responsibility to comply with these DCCRs, which liability and responsibility shall survive any delegation, lease, rental, or contract for deed, and is binding upon the Owner(s).

DATED this 16th day of April, 2007.

DECLARANT (Tippmann Development, LLC):

By: Nick Tippmann
Nick Tippmann

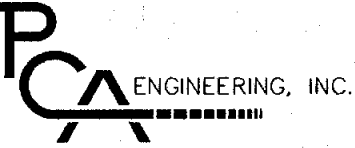
STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The forgoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS was acknowledged before me on April 16th, 2007 by Nick Tippmann as the authorized agent for Tippmann Development, LLC.



Christie A. Johnson
Notary Public

My commission expires: August 6, 2008



HOLLOW POINT
EXHIBIT "A"

4506 Wigwam Blvd.
P.O. Box 2185
Gillette, Wyo. 82716
Ph. (307) 687-0600



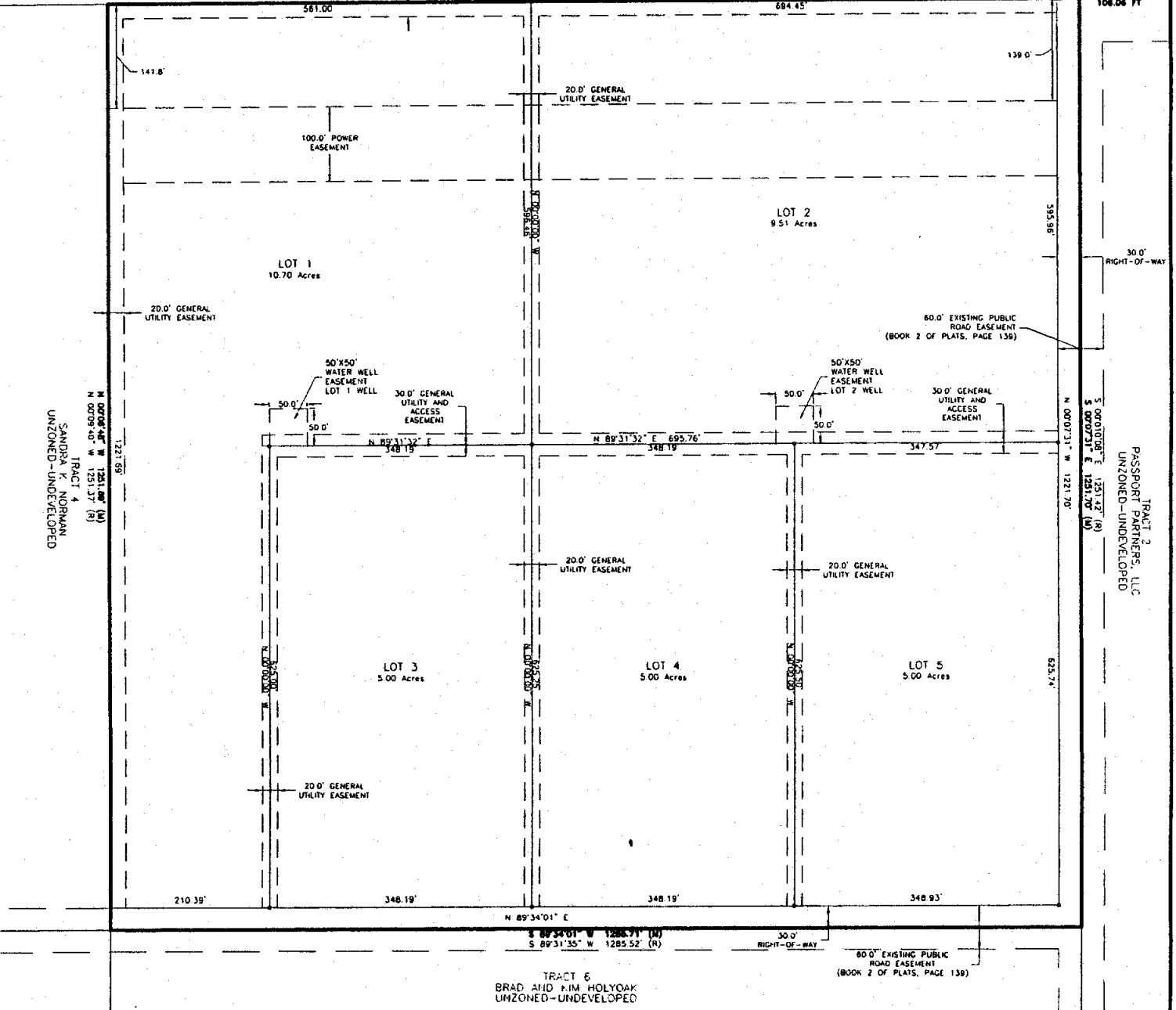
SCALE: 1" = 200'

MARNA M. KUEHNE FOUNDATION
UNZONED-UNDEVELOPED

C 1/4 CORNER
SECTION 24

N 89°51'28" E 1285.35' (R)
N 89°53'59" E 1285.48' (M)

30.00'
S 89°58'48" W 106.58' W



STATE OF WYOMING }
Campbell County } ss.

Filed for record this 7th day of May A.D., 2007 at 2:36 o'clock P. M. and recorded in Book 2257
of Photos on page 40-53 Fees \$ 47.00

Susan Gunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Aimee Vackelt

891777