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883636

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DECLARATION OF COVENANTS CONDITIONS & RESTRICTIONS HUNTER ESTATES PHASE I

To be known as Lot 1 and Tract A, Hunter Estates, Phase I

THIS DECLARATION made on the date hereinafter set forth by JR Hunter Development of Gillette, Campbell County, Wyoming, hereinafter referred to as "Declarant".

WITNESSETH:

THE UNDERSIGNED, being the Owner of the following described real property in Gillette, County of Campbell, Wyoming to wit:

Property Description: Hunter Estates, ~~Subdivision~~ ~~Phase~~ I

NOW, THEREFORE, Declarant hereby declares that all of the properties 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 an y right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to JR Hunter Development and it's successors and assigns.

Section 2. "Developer" shall mean and refer to JR Hunter Development and its successors and assigns.

Section 3. "Lot" or "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties and nay house created by any document of record for the same.

Section 4. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Properties" shall mean and refer to that certain real property herein before described and known as Hunter Estates Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Hunter Estates Subdivision.

Section 6. "House Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties as Single Family House Lot.

Section 7. "House Unit" shall mean any building unattached to another residence situated upon the property and designated and intended for use and occupancy as a residence by a single family.

ARTICLE II

USE COVENANTS AND RESTRICTIONS

The following covenants shall apply to residential Lots in Hunter Estates Subdivision, which shall include all Lots hereafter platted as residential Lots in Hunter Estates Subdivision and all lots described at the commencement of these covenants.

Section 1. Use of lot: Each lot shall be used for residential purposes only. Some Business use may be allowed for any business, trade, commercial or industrial purpose whatsoever except that individuals may conduct non-nuisance, inoffensive businesses from their homes that require no employees other than those living in the residence. Any Business use may be used only upon receipt of a special use permit from the Campbell County Building and Planning department, and upon approval of the Architectural review committee.

Section 2. Sales of Facilities of Declarant: Notwithstanding any provision in Section 1, Declarant, its agent, employees and contractors shall be permitted to maintain, during the period of construction and sale of the buildings in the Project, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction, sale or rental of Lots, including, but without limitation, a business office, construction and storage area, signs, sales offices and parking areas.

Section 3. Construction: All construction shall be new in that no previously occupied dwelling or trailer house, or mobile home can be permitted to be placed as a residence on any properties. No basement, trailer, vehicle or structure of any kind, except a completed dwelling house, shall be occupied or used for residential purposes except as temporary shelter during the construction period. All construction shall meet or exceed all applicable building code.

Section 4. The Architectural Review Committee shall approve all construction. The Architectural Review Committee shall consist of one representative from the Sleepy Hollow Homeowner's Association, 1 representative of the Landowner's within Hunter Estates, and one representative of the Developer. The Architectural Review Committee

shall exist when all property in Hunter Estates has been constructed. Members shall be initially appointed by the Developer and thereafter selected by current Committee members. The Committee may be expanded to more than 3 members at the motion of the Committee but may never be reduced to less than 3 members. Initial Members of the Committee are:

Tracy Overton – Sleepy Hollow Homeowner's Association
Jed Hunter – Landowner
Developer – Penny Hunter

Section 5. Exterior Appearance: The exterior of every building shall be composed of one or a combination of the following; natural wood, hardboard, steel, vinyl, or other material of a similar or compatible appearance, stone or brick or brick veneers. All exterior surfaces shall be painted, stained or otherwise finished in an earthtone or neutral pastel color, or shall be painted using a semi-transparent stain or clear sealer. White siding and trim shall be acceptable. Roof shingles shall be equivalent tot he following colors: weathered, stone, slate or dark gray, brown, or dark tan. All shall be subject to approval by Architectural Review Committee.

Section 6. Approval by Architectural Review Committee:

(a) No building, including a storage building or a shed of any kind, shall be erected, placed or altered on any lot until the construction, plans and specifications, and the plan showing the location of the structure have been approved by the Architectural Review Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respective topography and finished grade elevation.

(b) A set of final plans, including but not limited to the following, shall be submitted to the Architectural Review Committee if the plans are approved.

1. Front view, right, left, and rear exterior views of the home showing the house as it will bit the topography of the lot, as well as exterior siding design for all sides.

2. Site plans showing exact placement of home on the lot, as well as relationship to any existing or already approved immediately adjacent homes. Elevation of finished basement floor relative to street elevation must also be provided.

3. Standard construction drawings showing floor plans and all dimensions.

4. Siding and painting schedules for all exterior surfaces.

Section 7. Construction – Commencement / Completion:

(a) Each Owner must commence construction of a residence upon the lot purchased within one (1) year of the date of purchase from the Declarant. In the event that the Owner shall not commence construction as required, Declarant my repurchased the lot at the same price as sold to Owner at any time after such one (1) year period until construction has been started by Owner.

(b) Any building, addition, or other improvement commenced on any lot shall be prosecuted diligently to completion and shall be completed within nine (9) months from the commencement of the construction unless such completion is prohibited by inclement weather or disaster. All lawns and landscaping shall be completed within twelve (12) months from the commencement of home construction.

Section 8. Appearance and Landscaping: The improvements on each lot and the landscaping shall at all times be maintained with grass fertilized, watered, and mowed regularly, shrubs and trees properly maintained, and all other landscape attributes maintained in a manner offering a pleasing appearance.

Section 9. Parking: Residents' vehicles shall be parked within the garages and/or driveway provided for each unit. Not boat, truck, trailer, or camper shall be parked at any unit except within the authorized parking areas. No vehicle shall be allowed to park in any location that interferes with access to any other location or that unduly obstructs sidewalks, vision or view. Outdoor repair of any vehicle or equipment is prohibited, and no vehicle without a current license plate shall be parked at any location.

Section 10. Pets: No animals, livestock or poultry of any kind shall be raised, fed or kept by any Owner, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All pets must be confined primarily upon the owner's property. Pets outside must be in an enclosure or on a leash. Number of pets shall be limited to three (3) per household. Noisy pets, including barking dogs, shall not be kept on the property and any owner with an uncontrolled barking dog shall be required to remove the animal from the property immediately.

Section 11. Annoyance: No obnoxious or offensive activity shall be carried upon or on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood including but not limited to excessive noise, loud music, loud parties or fireworks. Not firearms shall be discharged within the subdivision. No noisy recreational vehicles, such as motorcycles, dirt bikes, or snowmobiles shall be allowed to operate within the development area know as Hunter Estates Subdivision except for access from an owners home across the commons driveways for access tot he public right-of-way.

Section 12. Signs: Not sign of any kind shall be displayed to the public view on any lot or right of way except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such signs as may be erected and maintained by the Declarant. No signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about any lot within the property, provided, however, that one

temporary real estate sign no exceeding six (6) square feet in any area may be erected upon any lot placed upon the market for sale or rental of such lot. This covenant shall not apply to signs of Declarant during the period of sales activity of the Declarant.

Section 13. Fences: There shall be no fencing allowed whatsoever in any front yard, forward of the back corner of any home or garage. Fencing of any homesite shall be first approved by the Declarant prior to any construction taking place, shall not exceed 6 feet in height. The color and texture of the fencing material facing the street frontage(s) shall match or compliment the siding of the home. No chain link fencing shall be permitted on any part of the homesite.

Section 14. Towers, Antennas, and Clotheslines: There shall be no towers, antennas, except small television satellite receivers, or clotheslines, located on any lot in such manner as to be visible from adjacent streets, unless specifically approved by Declarant.

Section 15. Trash: None of the property shall be used or maintained as a dumping ground for old vehicles, rubbish, or trash. All garbage or similar waste shall be kept in sanitary containers and other equipment for the disposal of garbage and shall be kept in a clean, sanitary and fire safe condition. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerators shall be kept or maintained upon any property.

Section 16. Lot Division: No lot shall be divided or subdivided and no portion of any lot other than the entire lot shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant, and further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, public utility, or other public body or authority.

Section 17. Garages/Doors: Garage doors and the doors of any other storage room, or the like shall be maintained in a closed position whenever possible

Section 18. Driveways: All driveways and parking areas shall be installed with paved concrete or asphalt.

Section19. Setbacks: No home may be located within 25 (25) feet of the right-of-way from the nearest street on which the dwelling faces or within five (5) feet of the side line of the property or fifteen (15) feet when the side lines are adjacent to the street. Individual corner sites may be subject to case by case variances at the pleasure of the Architectural Review Committee, subject to County requirements.

Section 20. Drainage: Development upon any lot in the above described property shall be maintained in such a way as to no created additional or damaging drainage on another owner's site.

Section 21. Lot Easements: Utility easements shall be as shown on individual survey and lot plats as recorded.

Section 22. Home Plans: There shall be no alike home plans on adjoining lots.

Section 23. Utilities: All utilities, including but not limited to, telephone, electricity, gas, sewer, and cable television shall be buried underground, no poles for utility purposes shall be permitted above ground on any lot. Satellite dishes shall be out of public view, to the greatest extent possible, and no poles for utility purposes shall be permitted above ground on any lot. Satellite dishes shall be out of public view, to the greatest extent possible, and no offensive or intrusive lighting is permitted.

Section 24. Wells: No private well shall be drilled, operated, maintained or used on or in connection with any lot or unit.

Section 25. Breach of Covenants: It is expressly provided that a breach of any of the restrictions and covenants herein above set forth shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the said property, or any part thereof, but said restrictions and covenants shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure or otherwise, as to any breach occurring after such acquirement of title.

ARTICLE III

INTERPRETATION

In any event of any question of interpretation of these covenants, Declarant shall have final judgement.

ARTICLE IV

EXTERIOR MAINTENANCE

In the event an owner of any lot or unit in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Declarant, Declarant shall have the right, through it's agents and employees, upon ten (10) days written notice of the same, to enter upon said parcel and to repair, maintain and restore the lot or unit and any other improvements erected thereon. The cost of such exterior maintenance shall be assessed to the owner of such lot or unit.

ARTICLE V

DISPOSITION

Section 1. Enforcement: The Declarant, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Waiver of Covenants: Except as these covenants may be amended or terminated by Declarant, they may not be waived, modified or

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5 day of December, 2006.

DECLARANT:

JR HUNTER DEVELOPMENT

Jed R. Hunter, President

State of Wyoming)

)ss:

County of Campbell)

On this the 5th day of December, 2006, before me, the Undersigned officer, personally appeared Jed R. Hunter who acknowledged himself to be The President of JR Hunter Development and that he, as such President being authorized To do so, executed the foregoing instrument for the purposes therein contained by signing The name of the corporation by himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Pamela M. Beck

Notary Public, Wyoming

My Commission Expires; October 9, 2009

(SEAL)

PAMELA M. BECK – NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
My Commission Expires 10/9/2009

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2 day of December, 2006.

DECLARANT:

George L. Hunter

STATE OF California)
)ss.
COUNTY OF Riverside)

Subscribed and sworn before me on this 2nd day of December, 2006 by George L. Hunter as a free and voluntary act and deed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public C. Stevens, Notary Public
My Commission Expires: May 16, 2009

(SEAL)

C. STEVENS
COMM. #1579323
Notary Public - California
Riverside County
My Comm. Expires May 16, 2009

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 22nd day of December A.D. 2006 at 2:22 o'clock P M. and recorded in Book 2218 of Photos on page 328-336 Fees $ 32.00 883636

County Clerk and Ex-Officio Register of Deeds

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ABSTRACTED
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By Deputy Diane Hackett