

900516

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STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JH SUBDIVISION II**

THIS DECLARATION is made on the day hereinafter set forth by Rangeland Estates, LLC, a Wyoming limited liability company, as the legal owner of the property situated in Campbell County, Wyoming, described herein.

**ARTICLE I
DEFINITIONS**

1. The "Declarant" shall mean Rangeland Estates, LLC, its successors and assigns. "Association" shall mean and refer to JH Subdivision II Association, its successors and assigns. For the purpose of administration of these covenants, JH Subdivision II Association may assign all of its rights and obligations hereunder to JH Subdivision Association which shall then be authorized to administer the covenants for both JH Subdivision and JH Subdivision II.

2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

Township 51 North, Range 69 West, 6th P.M., Campbell County, Wyoming

Section 31: S½

The Land is also collectively referred to as "JH Subdivision II."

3. "Lot or Lots" shall mean any parcel or parcels of real estate contained within the Land.

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

5. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions For JH Subdivision II contained in this document.

6. "Properties" shall mean and refer to that certain real property within the subdivision and such conditions as may be brought within the jurisdiction of the Association.

7. "Member" shall mean and refer to every person or entity that holds membership in the Association. See Article IV.

ARTICLE II PURPOSE

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the Land, and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarant hereby declares all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE III NO INTERFERENCE WITH EASEMENTS

No owner shall place any permanent structure, foundation, accessory building, or object over an easement or otherwise block an easement. The Association has the right to require Owners to remove said permanent structure, foundation, accessory building, or object from an easement. Permanent includes but is not limited to a foundation, etc. attached to the land.

ARTICLE IV GENERAL RESTRICTIONS ON ALL LOTS

1. Each Lot shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the Zoning Regulations for Campbell County in effect on the date that said construction, improvement, use or occupation begins. No Lot may be subdivided.

No business, commercial, industrial or manufacturing activity is permitted, whether or not conducted for profit. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences for residential purposes only.

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.

2. Building Restrictions/Construction.

A. No more than one single-family residence shall be constructed on any Lot.

B. All home construction shall be stick built, modular or mobile homes. The principle dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces, and garage, of 1,150 square feet. All construction, including utilities, shall meet the building code for Campbell County, Wyoming, on the date of commencement of the said construction. Two mobile homes designed as single wides and connected together shall not constitute a double wide. All modular homes and mobile homes shall be placed on permanent foundations. All mobile homes shall be skirted with color coordinated skirting within three (3) weeks of the dwelling being moved upon the lot. All skirting shall be vinyl, stone, or masonite siding. All mobile homes shall have a pitched roof.

C. All outbuildings, such as barns, stables or sheds, shall be stick built, log, or pole barn construction. Outbuildings' exteriors shall be wood or colored metal that is esthetically consistent with the residence on the Lot and shall not be tar paper, unpainted corrugated tin, or slab wood.

**ARTICLE V
MINIMUM SETBACK REQUIREMENTS**

Each structure on a Lot shall have a fifty (50) foot minimum setback distance measured from any Lot boundary line to the nearest wall of a structure.

**ARTICLE VI
LANDSCAPE DEVELOPMENT**

All Lots disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

**ARTICLE VII
VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. Un-licensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles may not be stored on the Land unless they are parked in approved outbuildings. No major repairs can be made to any vehicle unless performed inside the homeowner's garage. Truck-tractors and/or semi-tractor trailers and/or commercial multi-axle vehicles or trailers, which are twenty-two (22) feet in length or greater are not permitted to park anywhere within the Land, excepting horse trailers owned by the Lot Owner.

**ARTICLE VIII
SANITARY SYSTEMS**

All septic tanks or other sewage disposal systems must be designed, located, constructed

and maintained in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

**ARTICLE IX
PROHIBITION AGAINST NOXIOUS ACTIVITY ON LOTS**

No noxious activity shall be permitted on any Lot which is a nuisance to adjoining Lots or which could foreseeably become a nuisance to adjoining Lots. Overgrazing or using the property in such a manner that creates or permits erosion or other waste shall be considered a nuisance.

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.

**ARTICLE X
AESTHETIC MAINTENANCE**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE XI
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, barn, garage or other building shall be used on any Lot at any time as a residence, either temporarily or permanently. However:

- a. An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Lot for up to three separate fourteen (14) day periods per calendar year, provided that the motor home or travel trailer is removed from the Lot for at least ten days between the periods of location and occupancy.
- b. An Owner may locate and live in a motor home or travel trailer on his or her Lot for a period not to exceed eighteen (18) months during the term of construction of the permanent dwelling upon the Lot. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.
- c. A development construction or sales office may be used and shall be removed upon the sale of the last lot.

**ARTICLE XII
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest (other than by sale) in a Lot shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XIII
TELEPHONE, ELECTRICAL AND UTILITY WIRES**

All electrical and utility wires from the trunk lines to each residence shall be buried underground.

**ARTICLE XIV
FENCES AND ANTENNAS**

Any fences constructed on a Lot shall be rail or other suitable open wood construction, smooth wire or barbed wire, vinyl (installed in accordance with manufacturer's specifications) or steel/wood gate construction. Fences shall be kept in good repair at all times. No fences shall cross drainages so as to collect refuse, or debris or cause an artificial dam.

Antennas are allowed but their total height from ground level may not exceed four (4) feet above the ridge line of the dwelling.

**ARTICLE XV
SIGNS**

The Declarant may place a sign at each entrance to the Land advertising the name of JH Subdivision II. No other signs are permissible except for "For Sale", "For Rent", and "Private Driveway" name signs, not to exceed 2' by 3', on any Lot.

**ARTICLE XVI
OTHER PROHIBITED USES**

1. No part of a Lot shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, pipe yard, commercial trucking, construction yard, dance hall, or other place of amusement.

2. No hunting by the general public shall be allowed on any Lot. Owners and their invitees may hunt on the Owners' Lot.

3. The development of any area for the purpose of firearms target practice is prohibited.

**ARTICLE XVII
MINING AND QUARRYING OPERATIONS**

No mining or quarrying operations for sand or gravel or other natural resources contained on the surface of the Land shall be allowed.

**ARTICLE XVIII
ANIMALS AND LIVESTOCK**

1. Livestock may be kept on the property except no swine shall be kept on the Land. No more than three (3) head of livestock or domestic animals shall be kept on any Lot. Horses may be raised, or bred on any lot but no other animals, livestock, or poultry of any kind shall be raised, or bred on any lot for any purpose. No commercial enterprise of livestock will be allowed. For example only, but not by limitation, no feedlot, commercial dog kennels, sled dog teams, animal breeding operation or livestock feeding operation shall be allowed on the Land.

2. Dogs, cats, or usual and ordinary household pets may be kept on any Lot so long as they are kept under control in an area that is adequately fenced and the premises are kept in a clean and sanitary condition.

**ARTICLE XIX
RUBBISH AND TRASH COLLECTION**

No Lot shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Lot, and shall not be allowed to accumulate thereon. There shall be no trash burning. Each Lot Owner shall be responsible for arranging private pickup and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, machinery and equipment shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner. Collection containers will be provided by the Association for general use of the JH Subdivision II, but such containers shall not be used by Owners as a substitute for private pickup and removal of their personal garbage.

**ARTICLE XX
MEMBERSHIP AND VOTING RIGHTS**

Every Owner of a lot shall be a member of the Association. Membership shall not be separated from ownership of any lot. All Owners shall be entitled to one (1) vote for each lot, except the DECLARANTS who have four (4) votes per lot until eighty percent (80%) of the lots are sold, then the DECLARANTS shall have one vote per lot. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. When two or more persons are stockholder in a corporation holding an interest in any lot, one, and only one, shall be a member for voting purposes.

**ARTICLE XXI
MAINTENANCE EXPENSES**

All maintenance and development of the roads, common areas, water well, tank, treating facilities, gathering lines, meters and other water and utility facilities, and the procurement of insurance therefore, shall be done solely at the expense of the Association.

**ARTICLE XXII
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1 - CREATION OF THE LIEN AND PERSONAL OBLIGATIONS FOR ASSESSMENTS. The DECLARANT, for each lot owned within the properties, covenants, and each Owner of any lot 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, together with interest, cost, and reasonable attorney's fees, which 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 also be the 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 area, and Association costs.

Section 3 - MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum equal assessment shall be Six Hundred Dollars (\$600.00) per year per occupied lot at a rate of Fifty Dollars (\$50.00) per month. The DECLARANT shall be responsible for the remaining amount of the yearly costs until eighty percent (80%) of the lots are sold at which time all lots not owned by DECLARANTS will be assessed on an equal basis to pay the yearly costs. DECLARANT does not pay annual or special assessments on a per lot basis and will not pay on the yearly costs once eighty percent (80%) of the lots are sold.

- a. From and after January 1 of the year immediately following the conveyance of the first lot 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 the membership.
- b. From and after January 1 of the year immediately following the conveyance on the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person by proxy, at a meeting duly called for this purpose.

Section 4 - WATER ASSESSMENT. In addition to the annual assessment authorized in Article XXII Section 3 above, the Association may levy an assessment for actual metered water usage for ordinary and customary rural residential usage at the same rate assessed by the City of Gillette, Wyoming, for the applicable assessment period. The Association further reserves the right to assess additionally for excess water usage, to be determined in the sole discretion of the Association.

Section 5 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the 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 upon said and, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6 - NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3,4, AND 5: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3,4, and 5 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentage to be made up of people attending in person and those voting by proxy.

Section 7- RATE OF ASSESSMENT: Annual, water and special assessments must be fixed at uniform rates for all lots not owned by DECLARANT and may be collected on a monthly basis.

Section 8 - DATE OF COMMENCEMENT OF ASSESSMENT DUE DATES: The assessments provided for shall commence as to each lot on the first day of the month following the conveyance of such lot by DECLARANT. The Board of Directors shall fix the amount of the assessments against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every owner. The due dates and collection methods shall be established by the Board of Directors, and unless otherwise provided, the Association of its assigns shall collect each month for the owner of each lot one-twelfth (1/12) of the annual assessments for such lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of Association setting forth whether the assessments on a specified lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment stating to have been paid.

Section 9 - 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 its due date, the Association may, at its election require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$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 assessments plus interest and any expenses reasonably incurred in collecting and or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed, which shall attach to the lot as of the time the Association caused 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 lot;
 - iii. A description of the lot against which the lien has been assessed.

Two officers of the Association shall sign the notice. The assessment lien shall also be deemed to secure all to the foregoing items which shall become due and or incurred relative to the lot after the recordation 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. 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 lot affected by the lien at least thirty (30) days prior to the commencement of any such action or 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 at any such foreclosure sale and to hold, lease, mortgage, and convey such lot 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 lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots 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 lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided in this Article.

c. Curing the Default: Upon the 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 (\$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 a 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 10 - 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 lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding shall extinguish the lien of such assessments as to the payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments becoming due or from the lien.

Section 11 - 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 for 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 mortgages, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good conditions as existed 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 a Federal governmental agency, 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 or 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 XXIII
OFFICERS AND MANAGEMENT COMMITTEE**

The Board of Directors may in its discretion appoint officers and a Management Committee composed of three (3) or more representatives, comprised of one (1) Board member and two (2) owners to supervise the management, maintenance, preservation, and use of the Common Area and related facilities.

**ARTICLE XXIV
MISCELLANEOUS PROVISIONS**

1. **Severability.** In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. **Effect and Duration.** These Covenants shall run with the Land and shall be for the benefit of and binding on each Lot Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

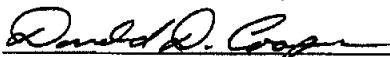
3. **Amendments.** These Covenants may be amended by a vote of eighty percent (80%) or more of the Lot Owners, calculated by percentage owned of the area, using the Land as one hundred percent (100%).

4. **Enforcement.** The Association, or any Lot Owner may institute proceedings at law or in equity to enforce all covenants now or hereinafter imposed by the provisions of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations, and shall be entitled to collect all reasonable attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so. Such failure shall not prevent the lot owner(s) from enforcing any subsequent covenant violation.

5. **Attorney Fees.** Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees paid by the Association or other Lot Owners shall be paid by the Lot Owner against whom the covenants have been successfully enforced.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 24th day of August, 2007.

RANGELAND ESTATES, LLC


Donald D. Cooper, Managing Member


Marleen Cooper, Managing Member

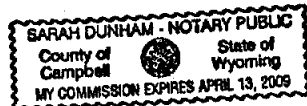
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Donald D. Cooper and Marleen Cooper, Managing Members of Rangeland Estates, LLC, this 24 day of August, 2007.

WITNESS my hand and official seal.

Sarah Dunham
Notary Public

My commission expires:



900516 Recorded on 10/04/2007 at 3.46.00 Fee 41.00
Book 2305 of PHOTOS Pages 79 to 90
Susan F. Saunders, Campbell County Clerk by: R. JORGENSEN

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