

## DECLARATION OF COVENANTS LEGACY RIDGE, PHASE II

QUANTUM PARTNERS, LLC, a Wyoming limited liability company, herein the "Declarant", hereby declares that all of the lands within LEGACY RIDGE, PHASE II as more particularly described and laid out in that certain Plat approved by the City of Gillette, Campbell County, Wyoming on 6 August 2012, and recorded in the Office of the County Clerk of Campbell County in Book 10 of Plats, Pages 86 and 87, on 8 April 2013, (herein referred to as the "Subdivision" or the "Neighborhood") shall be subject to the following covenants:

1. **LOTS DEFINED.** To generally promote the health, safety, and welfare of the residents of the Lots, these Covenants shall apply to the Neighborhood and each and every of the fifty (50) Lots thereof, as designated and shown on the aforesaid plat (herein referred to as "Lot" or "Lots").

2. **SUBDIVISION.** No Lot shall be further divided, subdivided, split or partitioned in any manner by any owner; provided however, Declarant reserves the right to divide and/or reconfigure Lots in its discretion while developing the Lots and until such time as Declarant has divested itself of all Lots.

3. **RESIDENTIAL USE; MULTI-FAMILY CONSTRUCTION.** The Lots in the Neighborhood shall be used for single family residential purposes only. No home constructed on a Lot shall be occupied by more than one family. For purposes of these Covenants, "family" is defined as: no more than two unrelated adults over the age of eighteen years of age and their immediate family members (i.e., children, parents, siblings and grandchildren).

The intended density and use occurring within the residences constructed on a Lot will be in the form of detached single family homes.

4. **GENERAL CONSTRUCTION AND IMPROVEMENT REQUIREMENTS.**

a. *New Construction/Time For Completion.* Any improvements erected on a Lot shall be on-site new construction with new quality materials.

No owner of a Lot shall erect or place any mobile homes, factory-constructed or other modular residential buildings on any Lot. Once construction of a structure is commenced on a Lot, construction of that structure shall be completed within twelve (12) months of commencement.

b. *Setbacks.* Setbacks shall be consistent with those permitted in the Zoning Ordinance of the City of Gillette, Wyoming.

c. *Colors of Improvements.* All buildings and improvements will be painted, stained, sided and roofed in earth-tone colors or other colors as approved by Declarant during initial construction on a Lot.

d. *Minimum Square Footage for Homes.* Every home shall have a minimum of 1,000 square feet and a maximum of 4,500 square feet of above-grade finished living area. No home shall exceed two stories above finished grade. Two story homes shall have a minimum of 1,200 square feet of above-grade finished living area. No basement area will be considered a part of the finished floor area requirements. No basement shall extend higher than twenty-four inches (24") from the highest point of the finished grade elevation of the home.

e. *Permitted Sidings.* Each home shall be sided with the following materials or a combination thereof, all as approved by the Committee: Hardie Board / HardiePlank or other fiber cement siding, Masonite Colorlok or equal, Masonite lap or equal, brick, stucco, and/or cultured stone. No steel or vinyl siding shall be allowed. Each home shall have a minimum of twenty-five percent (25%) masonry siding on the front elevation.

f. *Soffit and Fascia.* All soffit and fascia shall be considered a part of the siding and shall be installed using new quality material and in accord with the siding materials allowed in preceding paragraph, with an expansion to include Rollex fascia and soffit, or similar, and shall be of a high quality and thickness.

g. *Roofing Requirements.* Each home shall be roofed with a 30-year or greater asphalt composition shingle, or other similar material.

h. *Fences.* No chain-link fence shall be constructed or erected on a Lot. Fence installed on a Lot shall be properly maintained to preserve a quality and consistent neighborhood look.

i. *Antennae/Towers.* Except for the standard and customary sized satellite television dishes, no other antennae, tower, dish or other such fixture shall be mounted on a home, or anywhere on a Lot.

j. *Garage.* Every home shall have a minimum two-car garage and a maximum four-car garage.

5. **EXTERIOR LIGHTING.** Only standard residential lighting shall be used to illuminate a Lot. All outside lighting shall be arranged, directed and/or shielded so as to prevent any such light shining onto or at the adjacent road and/or Lots and comply with all local lighting ordinances, if any.

6. **UTILITY AND ACCESS EASEMENTS.** All utilities and service lines installed on Lots shall be underground. Easements are granted to and for the benefit of each Lot along those routes shown on the above-described Plat and designated thereon. The purpose of the easements is to provide each Lot with the benefit of allowing access, utilities, drainage and irrigation along such routes as may be necessary for each Lot.

7. **WASTE DISPOSAL.** The owner of each Lot shall adhere to local regulations for disposing of trash and garbage. No rubbish, debris, ashes or trash of any kind shall be burned on any Lot, nor shall it be placed or permitted to accumulate upon said Lot.

8. **PARKING OF VEHICLES, MACHINERY AND EQUIPMENT.** Vehicles which are not in running condition or are in a state of disrepair shall not be placed, stored or parked anywhere on a Lot unless enclosed in a garage and out of the view of other Lot owners nor shall the same be parked on any street within the Neighborhood. Trailers, campers, snow machines, four wheelers, boats, recreational vehicles and other like vehicles, machinery and equipment shall not be placed, stored or parked anywhere on a Lot unless enclosed in a garage or parked next to and behind the street facing wall of the garage. Private vehicles that are used on a daily basis and are used regularly do not need to be stored on a Lot in such an enclosed manner.

Lot owners shall not park, nor allow their guests and invitees to park, along the streets or rights-of-way for any consecutive period longer than twenty-four (24) hours.

9. **PETS.** No Lot owner shall keep more than three (3) household pets on a Lot, and all such dogs/cats/pets shall be kept restrained on an owner's Lot in a reasonable manner and shall at all times be kept from creating a nuisance or disturbance, particularly a noise disturbance to other Lot owners within the Neighborhood.

10. **FIREARMS, FIREWORKS AND HUNTING.** No firearm shall be discharged, and no fireworks shall be displayed or used, within the Neighborhood.

11. **HAZARDOUS, NOXIOUS, OR OFFENSIVE ACTIVITIES.** No hazardous, illegal, noxious, or unreasonably loud or offensive activities shall be permitted within the Neighborhood nor shall anything be done or placed within the Neighborhood which is or may become a nuisance.

12. **LANDSCAPING.** Landscaping, including the introduction and planting of grasses, shrubs, and trees, on each Lot is required and each front yard and side yard visible from a street shall be sodded or hydro-seeded and landscaped to the rear of the structure. All rear yards not visible from a street shall at minimum be seeded by broadcast seeding. One (1) tree acclimated to the Gillette, Wyoming area shall be planted in the front yard of each Lot. Lots located at the intersection of two streets (corner Lots) shall also plant one (1) tree acclimated to the Gillette, Wyoming area in the side yard of the Lot. All of these Landscaping requirements shall be met within twelve (12) months after the occupancy of the home on each Lot. All landscaping must be maintained on each Lot.

13. **OUT BUILDINGS.** No building shall be erected, altered, placed or permitted to remain on any Lot, other than one detached single family home, as defined earlier in these Covenants, and one storage shed of a permanent nature which shall not exceed one hundred fifty (150) square feet.

14. **DAMAGE TO PUBLIC IMPROVEMENTS.** Any damage done to sidewalks, streets, or curbs during the construction of the home shall be the financial responsibility of the Lot owner.

15. **CONSTRUCTION ACTIVITIES.** During construction, all contractors and owners shall be required to have adequate trash bins. No trash shall be allowed to lay on the surface of the Lot. All trash shall be dumped into the trash containers on a daily basis. The person responsible for littering and/or not cleaning up the trash on the Lot shall be fined one and one-half (1.5) times the cost of removal and cleanup if the Declarant is forced to conduct removal and cleanup.

All contractors shall provide a portable toilet on their Lot for use by all laborers working in the Neighborhood.

No surplus cement shall be allowed to be dumped on any Lots located within the Neighborhood, nor shall any materials or excess dirt from one Lot be placed on an adjoining Lot without the approval of the adjacent Lot owner.

16. **SOIL ANALYSIS.** The purchaser of any Lot in the Neighborhood shall be responsible for obtaining and reviewing soil reports relating to the Lot and engaging a geotechnical engineer to evaluate soil conditions. Declarant will provide a soil report to each buyer who purchases a Lot directly from Declarant. Any additional reports, reviewing or analyzing of the soil conditions shall be the responsibility of the Lot buyer and ultimately the Lot owner. Lot buyers shall rely on the advice of their own engineers, architects, and other building professionals in determining whether the soils are adequate for their home and the kinds of foundation which should be used and any other measures which should be taken in designing and constructing his/her/its/their home or dwelling.

17. **VARIANCE.** Declarant shall have the authority to grant a variance from these Covenants for good cause shown in order to prevent undue hardship on an owner subject to the Covenants. The variance, if granted, shall not violate the overall theme and appearance of the property subject to these Covenants and shall be in writing.

18. **ENFORCEABILITY.** These Covenants may be enforced by the record owner of any Lot or parcel in the Neighborhood or by the Declarant, but shall not run to the benefit of a third party, except as otherwise specifically provided below. The Declarant shall be entitled to recovery of its attorneys fees and costs incurred in a successful enforcement of these Covenants.

19. **SEVERABILITY.** Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way wise affect any other provisions which shall remain in full force and effect.

20. **NON-WAIVER.** Any failure to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

21. **COVENANTS RUN WITH THE LAND; AMENDMENT.** This Declaration of Covenants shall run with the land and shall be binding upon all parties and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by Declarant, until such time as Declarant has divested itself of all Lots within the Neighborhood, and at least ninety percent (90%) of the owners of the Lots repeals this Declaration of Covenants.

Except as expressly otherwise provided hereafter, these Covenants may be amended only upon an affirmative vote of Declarant, until such time as Declarant has divested itself of all Lots within the Neighborhood, together with at least eighty percent (80%) of the owners of the Lots; provided however, Declarant may amend these Covenants at any time before the Declarant has divested itself of eighty percent (80%) of the Lots within the Neighborhood. All amendments shall be filed in the Office of the County Clerk of Campbell County, Wyoming.

Executed by the Declarant this 19<sup>th</sup> day of April, 2013.

**QUANTUM PARTNERS, LLC**

By: Mark A. Christensen  
Mark A. Christensen, Member of The MC Family of Companies, LLC, Member of MC Legacy Gillette, LLC

By: Edward E. Rust  
Edward E. Rust, Member of L & H Investments, LLC

By: John C. Alt  
John C. Alt, Member of Alt Development and Management Resources, LLC

By: Mark G. Murphy  
Mark G. Murphy

STATE OF WYOMING )  
 ) : ss.  
County of Campbell )

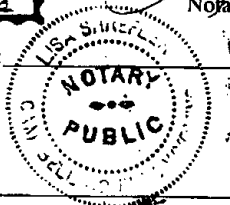
The above and foregoing Declaration of Covenants was acknowledge before me this 19<sup>th</sup> day of April, 2013, by Mark A. Christensen, Member of The MC Family of Companies, LLC, Member of MC Legacy Gillette, LLC, Member of Quantum Partners, LLC.

WITNESS my hand and official seal.

LISA SHREFLER  
Notary Public  
Campbell County  
Wyoming  
My Commission Expires 12/27/16

Lisa Shrefler  
Notary Public

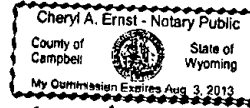
My Commission expires:



STATE OF WYOMING )  
 : ss.  
County of Campbell )

The above and foregoing Declaration of Covenants was acknowledge before me this 19  
day of April, 2013, by Edward E. Rust, Member of L & H Investments, LLC,  
Member of Quantum Partners, LLC.

WITNESS my hand and official seal.



Cheryl A. Ernst  
Notary Public

My Commission expires: 8-3-2013

STATE OF WYOMING )  
 : ss.  
County of Campbell )

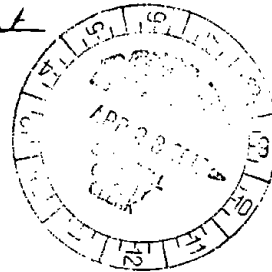
The above and foregoing Declaration of Covenants was acknowledge before me this 22nd  
day of April, 2013, by John C. Alt, Member of Alt Development and  
Management Resources, LLC, Member of Quantum Partners, LLC.

WITNESS my hand and official seal.



Cheryl A. Ernst  
Notary Public

My Commission expires: 8-3-2013



STATE OF WYOMING )  
 : ss.  
County of Campbell )

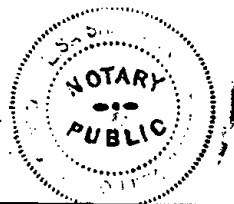
The above and foregoing Declaration of Covenants was acknowledge before me this APR  
day of April, 2013, by Mark G. Murphy, Member of Quantum Partners,  
LLC.

WITNESS my hand and official seal.  
LISA B. REPLEN  
Notary Public  
Campbell County  
Wyoming  
My Commission Expires 12/27/14

Lisa B. Replen  
Notary Public

My Commission expires: \_\_\_\_\_

982174 Recorded on 4/23/2013 at 9.48.00 Fee 20.00  
Book 2787 of PHOTOS Pages 277 to 278  
Susan F. Saunders, Campbell County Clerk by: L. GROSE



RECORDED  
ABSTRACTED  
INDEXED  
CHECKED