
**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
711391 LONE TREE ESTATES**

THIS DECLARATION is made by BARBARA J. LATTA and MARY K. LAYMAN, referred to as DECLARANTS.

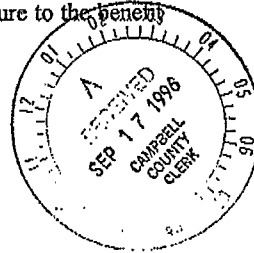
WITNESSETH:

WHEREAS, DECLARANTS are the owners of certain property in Campbell County, Wyoming, which is more particularly described on the plat map as the same that is filed for record with the County Clerk and Recorder of Campbell County in connection with the Subdivision designated by Campbell County as LONE TREE ESTATES situate in Campbell County; AND,

WHEREAS, in order to establish a general plan for the improvement and development of the Properties, DECLARANTS desire to subject the Properties to certain conditions, covenants, and restrictions, up and subject to which all of the Properties shall be held, improved and conveyed; AND,

WHEREAS, DECLARANTS will convey the said Properties, subject to certain protective covenants, conditions, restrictions, liens and charges as set forth;

NOW, THEREFORE, DECLARANTS declare 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 any right, title or interest in the described properties 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 LONE TREE LANDOWNERS ASSOCIATION, a nonprofit Wyoming association, its 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 Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

Section 3: Properties shall mean and refer to that certain real property with the subdivision and such conditions as may be brought within the jurisdiction of the Association.

Section 4: Common Area shall mean the private access road, the water well and water distribution system, and other properties owned by the Association for the common use and enjoyment of the owners.

Section 5: Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6: DECLARANTS shall mean and refer to BARBARA J. LATTA and MARY K. LAYMAN, their successors and assigns.

Section 7: Member shall mean and refer to every person or entity who holds membership in the Association. See Article V.

Section 8: The term covenants shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, and charges imposed by or expressed in this DECLARATION.

Section 9: The term Board of Directors or Board shall mean and refer to the duly elected Board of Directors of the Association. There shall be three (3) directors serving three (3) year terms. The initial Board shall consist of one (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 owner of each lot shall be entitled to one vote, except the DECLARANTS who shall have four (4) votes per lot they own until eighty percent (80%) of the lots are sold at which time they will have one (1) vote per lot. The Directors are responsible to handle the financial matters of the Association and shall report annually to all Association members.

Section 10: The water delivery system is a private system and is owned and maintained by the Landowners Association.

ARTICLE II
NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability, and attractiveness of the lots and Common Area. These covenants, restrictions, and conditions are imposed upon DECLARANTS and upon the Owners of all lots. Said covenants, conditions, and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions, and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot, but also his successors and assigns. All such covenants, conditions, and restrictions are intended as and are declared to be covenants running with the land or equitable servitudes upon the land, as the case may be. The Owners and the Association shall have the right to enforce these covenants.

ARTICLE III
PROPERTY RIGHTS

Section 1 - OWNER'S EASEMENTS 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 lot, 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 charge or assessment as a lien against any property for which such charge or lien has not been paid in accordance with these DECLARATIONS, Bylaws and Articles of Incorporation.

b. The right of the Association to suspend the voting rights for any period during, which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

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 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 operating 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 lot owner(s) may sue to partition the common area. The common area is for the benefit of all lot owners and not for a particular individual.

Section 2 - DELEGATION OF USE: Any owner may delegate, in accordance with the Bylaws, his right of enjoyment and use in and to the Common Area, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV
USE OF RESIDENTIAL LOTS AND COMMON AREA

Section 1 - USE: Each lot 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 in effect on the date that said construction, improvement, use or occupation begins and shall not be subdivided. Modular homes and double-wide mobile homes are allowed if placed on permanent foundations.

No building or structure of any kind, including windbreaks or sheds, shall be erected, placed, or altered on any lot until the construction plans, specifications, materials, and a 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 the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with.

Neither the Board of Directors nor any representative thereof shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

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.

All home construction shall be stick built, modular, or double-wide mobile homes. No mobile homes designed as single-wides, regardless of square footage, shall be allowed. The principal 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 codes 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 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 lot. All skirting shall be vinyl, stone, or masonite siding.

All double-wide mobile homes shall have a pitched roof.

Section 2 - LIVESTOCK/PETS: Livestock and domesticated animals may be owned by Lot Owners provided such livestock is confined to individual Lot Owner property, and as further provided herein. No commercial enterprise involving livestock shall be permitted. All livestock, poultry, dogs, and other animals must be adequately fenced or contained in a sanitary and clean environment. No Owner shall allow Owner's Lot to be overgrazed. In the event any Owner or resident upon said Property shall maintain livestock, poultry, or other animals, said Owner shall be responsible for construction of a fence or enclosure which will restrain and keep all livestock, poultry, and other animals on his own Property. Pigs of any kind are not allowed. No Lot Owner may own or possess more than three dogs. Owners shall be required to comply with and may enjoy the benefit of Special Use Permits which may from time to time be granted by the appropriate regulatory authorities of Campbell County, Wyoming.

Section 3 - RUBBISH AND TRASH COLLECTION: No lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash, and garbage shall be regularly removed from each lot and shall not be allowed to accumulate thereon. Each lot 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 may not be blown or scattered in any manner.

Section 4 - COVENANTS: These covenants are to 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 four-fifths (4/5) majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

Section 5 - VEHICLES: Only those motor vehicles in normal operating condition, licensed for the current year, and in general daily use shall be kept on the property. No major repairs can be made to any vehicle unless performed inside the homeowner's garage.

Section 6 - 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. 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 Lot Owners, Homeowners, and Landowners Association must be corrected upon notification to the offending Owner within thirty (30) days.

Section 7 - ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons in accordance with the provisions contained herein.

Section 8 - EASEMENTS: No owner shall place any permanent structure, foundation, accessory building, or object over an easement. The Homeowner's 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.

Section 9 - LOCAL IMPROVEMENT DISTRICT (LID): If the Association becomes insolvent and a LID exists and agrees to take over the duties of the Association (to the limit that state law allows), then each lot owner agrees to abide by the LID rules and regulations. The landowners association will cooperate with LID to the greatest extent possible.

Section 10 - SIGNS: Signs shall not be permitted other than a FOR SALE sign not to exceed 2' x 3' in size or name/residence signs of any size done in a professional manner and posted in accordance with local laws and regulations. DECLARANTS has the right to erect larger signs.

Section 11 - OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot 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 lot. No trailer, camper, boat, truck larger than a one (1) ton pickup, or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed area or properly stored.

Section 12 - HUNTING: Only hunting of small wild animals such as rabbits, skunks, etc. shall be allowed and then only by the Landowner and immediate family.

Section 13 - IRRIGATION/WATER SYSTEM: Irrigation of lawns, gardens, etc. shall be limited to a maximum of 12,000 square feet per lot. Individual wells for the purpose of irrigation shall be allowed as authorized by the State of Wyoming and Campbell County, Wyoming. DECLARANTS, as developers of the water well and system, reserve and are granted the option of connecting a possible second phase to the same water system and well.

Section 14 - COMMERCIAL USE: No part of the residential lots shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending, or such other non-residential purposes, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, construction yard, livestock or agricultural enterprise, or other public place of amusement.

Section 15 - RESUBDIVISION: There shall be no further subdivision of any lot.

ARTICLE V
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 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 stockholders in a corporation holding an interest in any lot, one, and only one, shall be a member for voting purposes.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - CREATION OF THE LIEN AND PERSONAL OBLIGATIONS FOR ASSESSMENTS: The DECLARANTS, 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 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, costs, 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 Common 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 four hundred eighty dollars and no/100 (\$480.00) per year per lot at forty dollars and no/100 (\$40.00) per month, which will cover water, roads, and other costs. The DECLARANTS 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. DECLARANTS do 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 on 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 of 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 or by proxy, 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 upon the said utilities and Common Area, 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 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 nor more than forty-five (45) days in advance of the meeting. A quorum shall be fifty-one percent (51%) of all members with said percentage to be made up of people attending in person and those voting by proxy.

Section 6 - RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rates for all lots not owned by DECLARANTS 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 lot on the first day of the month following the

conveyance of such lot by DECLARANTS. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment 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 or its assigns shall collect each month from the owner of each lot one-twelfth (1/12) of the annual assessment for such lot. 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 lot 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 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 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 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.

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 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 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 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 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 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 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 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 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 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 damaged or destroyed portions of the property to as good 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 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 VII

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, one (1) Board member and two (2) 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, or any owner, shall have the 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. Failure by the Association or by any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

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.

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Section 3 - AMENDMENT: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. For additional provisions see Article IV, Section 4.

Section 4 - ATTORNEY FEES: If any action is taken to enforce these covenants, the prevailing party shall be entitled to reimbursement of their attorney fees, court costs, and other costs associated with the action.

IN WITNESS WHEREOF, the undersigned, being the DECLARANTS, have set their hands and seals on September 3, 1996.

DECLARANTS:

By: Barbara J. Latta
Barbara J. Latta

By: Mary K. Layman
Mary K. Layman

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS was acknowledged before me on Sept. 3, 1996, 1996, by Barbara J. Latta and Mary K. Layman.

Witness my hand and official seal.

Juanita S. Wesley
Notary Public

My commission expires:



STATE OF WYOMING }
Campbell County } ss.

Filed for record this 17th day of September A.D. 1996 at 1:06 o'clock P. M. and recorded in Book 1398 of Photos on page 349-363 Fees \$ 34.00 711391

Dawn Saunders RECORDER
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED
By James Skellett Deputy