

857431

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DECLARATION OF COVENANTS
OF SOUTH PARK VILLAS PHASE II

The undersigned Southface Construction, Inc., (herein "Declarant"), being the owner of or having the contract right to acquire all of the lots and property comprising South Park Villas, Phase II, a Re-subdivision of Tract A, South Park Villas, Phase I, a Re-subdivision of part of Tract 4, South Park Subdivision, Phase I the plat of which was filed in the office of the Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming on the 16th day of December, 2004, at Book 8 of Plats, Page 19, does hereby declare that each of the lots in South Park Villas, Phase II, Gillette, Campbell County, Wyoming shall henceforth be subject to the provisions, restrictions, and conditions set forth herein.

Declarant hereby declares that all of the properties described above, being South Park Villas Phase II, together with all other lands as may hereafter be subjected to this Declaration in accordance with its terms, 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 the property and which shall run with the land and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof, and which are not intended to be merely personal.

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The undersigned Declarant further declares that this Declaration and every provision hereof is intended by the Declarant to constitute not only covenants running with the land but also equitable servitudes enforceable by and against all subsequent purchasers of any Lot. It is the Declarant's express intent that the provisions of this Declaration are for the purpose of developing the lands herein included according to a common and uniform plan.

I. DEFINITIONS

When used in this Declaration the following terms shall have the following definitions unless the context clearly indicates otherwise:

- A. "Subdivision". "Subdivision" shall mean South Park Villas Phase II and shall include such other additional property as may hereafter be subjected to this Declaration in accordance with the terms hereof.
- B. "Lot". "Lot" shall mean each subdivided lot reflected on the recorded subdivision plat of South Park Villas Phase II and such other subdivided lots as may hereafter be subjected to this Declaration in accordance with the terms hereof.
- C. "Lot Owner". "Lot Owner" or "Owner" shall mean Declarants with respect to the Lot or Lots to which Declarants have record title and shall mean those persons or entities who are subsequent purchasers of Declarants having record title

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to a Lot. If more than one person or entity has a record title interest in a Lot those persons or entities shall collectively be the Lot Owner of the Lot, provided however, that mortgagees and those parties having only a lien or security interest in a Lot shall not be Lot Owners. For the purposes of this Declaration if more than one person or entity shall have a record title interest in a Lot all such persons or entities shall be jointly and severally liable for the performance of the obligations imposed upon each Lot Owner hereunder.

II. DURATION AND ENFORCEMENT

These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a perpetual length of time from the date these covenants are recorded. No change shall be allowed to these covenants unless an instrument signed by the Owners of seventy five (75%) percent of the Lots has been recorded agreeing to the change. The Owner of any Lot shall have the right to maintain an action whether at law or in equity against any person or persons violating these covenants to seek injunctive relief, or damages or both and to recover all costs of suit, including a reasonable attorney fee.

Invalidation of any provision shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

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Failure of any Lot Owner to pursue an action for breach of covenants shall not be deemed a waiver of any rights hereunder nor shall it in any manner affect the validity of this Declaration.

III. RESTRICTIONS UPON USE

A) OUTWARD APPEARANCE OF DWELLINGS

1. The Lots included within the Subdivision, may be used for Single Family Homes only. To maintain a uniformity of appearance the exteriors of all dwellings or structures within the Subdivision shall be uniform in color and appearance.

2. No fence shall be built on any lot except as allowed by this paragraph. Fences on any Lot or Lots shall not exceed four (4) feet in height, shall be of white vinyl material, shall have vertical slats no more than six (6) inches wide nor less than four (4) inches wide with spaces between the slats of not less than one-half (1/2) inch nor more than three-fourths (3/4) inch. Fences shall be permitted in back yards only and no fence shall be constructed which lies forward of the rear wall of the dwelling on the Lot. Any fence constructed on any Lot shall be appropriately gated to permit access from the adjacent Lot or Lots to facilitate common lawn care and yard maintenance.

3. No sign shall be displayed on any Lot other than a temporary 'For Sale' sign and a sign or signs approved by the appropriate governmental agencies indicating the name of the Subdivision.

4. No structural changes shall be made to any dwelling or building that will affect the exterior of its structure, including appearance.

5. No structure on any Lot shall be used for any commercial purpose.

6. No sheds, storage facilities, additional garages, shops or similar structures not a part of the original dwelling construction shall be built or placed upon any Lot.

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B) PETS AND OTHER ANIMALS

In the event dogs or other pets are kept on any Lot, the Owner shall confine his pet to his Lot. The Owner shall immediately remove any waste from such animal upon its deposit by the animal.

C) CONDITION OF PROPERTY

1. No junk vehicles or storage of unused or non-operable automobiles or vehicles shall be allowed or permitted on any Lot.

2. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become a nuisance to the public or to the Owners of other Lots, residents, and their guests.

3. No Lot Owner shall cause or permit any person, machine or device to emit loud noise that unreasonably offends the peace and quiet of other Owners or occupants of any other Lot.

4. All garbage, trash and other debris of any type or nature shall be contained in a clean and sanitary facility.

D) STREETS

Street maintenance and snow removal will be done by the City of Gillette. Each Lot Owner will be responsible for the cleaning of debris from sidewalks and removal of snow from driveways on his lot.

E) WATER SUPPLY

Each Lot Owner shall be responsible for maintenance of the water supply line and equipment located on his Lot. Irrigation water for each Owner's Lot shall be metered through that Lot Owner's domestic water supply and each Owner shall pay the cost thereof.

F) SEWAGE DISPOSAL

Each Lot Owner shall be responsible for maintenance of the sewer line located on his Lot. Operation, maintenance and replacement of the line from the street to the property line will be done by the City of Gillette. Operation, maintenance and replacement of the line from the Lot line to the dwelling thereon will be done by the individual Lot Owner.

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G) EASEMENTS

No Owner shall place a permanent structure, foundation, or object over any easement identified in the Subdivision plat.

IV. AMENDMENTS

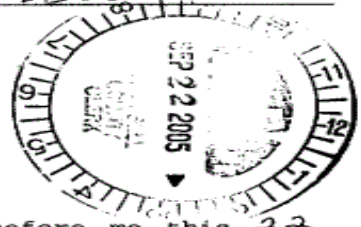
Amendments to this Declaration may be made by the vote of the Owners of seventy-five (75%) per cent of the Lots subject hereto.

IN WITNESS WHEREOF the undersigned Declarants has executed this Declaration this 22 day of SEPT., 2005.

STATE OF WYOMING } ss.
Campbell County
Filed for record this 22nd day of September
A.D., 2005 at 2:46 o'clock P M. and recorded
in Book 2094 of Photos RECORDED
on page 107-112 Fees \$ 23.00 ABSTRACTED
INDEXED
CHECKED
Susan Gunders 857431
County Clerk and Ex-Officio Register of Deeds
By Cecilia M Snider
Deputy

SOUTHFACE CONSTRUCTION, INC.

By Bruce A. Nelson
President



STATE OF WYOMING)
County of Campbell) ss.

The foregoing instrument was acknowledged before me this 22 day of September, 2005 by Bruce A. Nelson, President of Southface Construction, Inc.

Witness my hand and official seal.

(SEAL)



Paul J. Drew
Notary Public

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893112

AMENDMENT TO DECLARATION OF
COVENANTS OF SOUTH PARK
VILLAS PHASE II

The undersigned, being all of the owners of all of the lots comprising South Park Villas Phase II, a plat of which was filed in the office of the Clerk of Campbell County, Wyoming on the 16th day of December, 2004 at Book 8 of Plats, Page 19, do hereby declare that The Declaration of Covenants of South Park Villas, Phase II, recorded September 22, 2005 in Book 2094 of Photos, Page 107 in the office of the Clerk of Campbell County, Wyoming be amended as set forth herein.

The undersigned owners hereby declare that paragraph III. A)6 of said Declaration of Covenants as originally recorded is deleted and replaced by the following:

6. No additional garages, shops or similar structures not a part of the original dwelling construction shall be built or placed on any Lot provided, however, that a Lot Owner may build or place on a Lot a single storage shed if, and only if, the storage shed is in compliance with all City of Gillette, Wyoming building codes, zoning ordinances and any other applicable laws, rules and regulations and if the storage shed conforms in architecture and appearance to the dwelling on the Lot

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including, roof pitch, shingles and siding and is of the same color as the dwelling.

The undersigned further declare that, except for the amendment herein declare above, the Declaration of Covenants of South Park Villas Phase II above identified remain in full force and effect and shall be fully enforceable as stated therein.

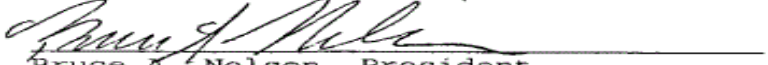
This amendment shall become effective upon its recordation in office of the Clerk of Campbell County, Wyoming.

In witness whereof the undersigned Owners have executed this amendment with the Lot ownership of each identified below to the signature of each.

Dated this 1st ~~3rd~~ ^{part} day of May, 2007

LOT OWNERS:

SOUTHFACE CONSTRUCTION, INC.



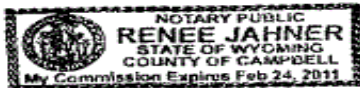
Bruce A. Nelson, President
Lots 10, 11, 12, 13, 14, 15, 16A, 16B, 17, 25

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STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me
this 1ST day of MAY, 2007 by Bruce
A. Nelson, President of SOUTHFACE CONSTRUCTION, INC.

Witness my hand and official seal.



Renee Jahner
Notary Public

My Commission Expires:
2-24-2011

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me
this _____ day of _____, 2007 by Vicky
Nelson.

Witness my hand and official seal.

Notary Public

My Commission Expires:

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Vicki Nelson
Vicki Nelson
Lot 17

Bruce A. Nelson
Bruce A. Nelson
Lot 17

Sandy Worthan
Sandy Worthan
Lot 18

Wayne Worthan
Wayne Worthan
Lot 18

Mike Rayphole
Mike Rayphole
Lot 19

Sue Rayphole
Sue Rayphole
Lot 19

David W. Sutter
David W. Sutter
Lot 20

Beverly Sutter
Beverly Sutter
Lot 20

Galee Fitch
Galee Fitch
Lot 21

John Fitch
John Fitch
Lot 21

Joel L. Grace
Joel L. Grace
Lot 22

EttaAnn M. Grace
EttaAnn M. Grace
Lot 22

Derek Hjorth
Derek Hjorth
Lot 23

Christina L. Hjorth
Christina L. Hjorth
Lot 24 23

Lynda Decker
Lynda Decker
Lot 24

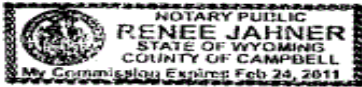
Leta Tanner
Leta Tanner
Lot 26A

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STATE OF WYOMING)
County of Campbell) ss.
)

The foregoing instrument was acknowledged before me this 25TH day
of APRIL, 2007 by Vicki Nelson.

Witness my hand and official seal.



My Commission Expires:
2-24-11

Renee Jahner
Notary Public

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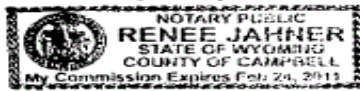
STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 25TH day
of APRIL, 2007 by Sandy Worthen.

Witness my hand and official seal.

Renee Jahner
Notary Public

My Commission Expires:
2-24-2011



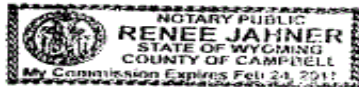
STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 25TH day
of APRIL, 2007 by H. Wayne Worthen.

Witness my hand and official seal.

Renee Jahner
Notary Public

My Commission Expires:
2-24-2011



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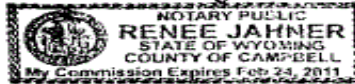
STATE OF WYOMING)
)
County of Campbell) ss.

The foregoing instrument was acknowledged before me this 25TH day
of APRIL, 2007 by Mike Rayphole.

Witness my hand and official seal.

Rene Jahner
Notary Public

My Commission Expires:
2-24-2011



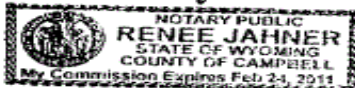
STATE OF WYOMING)
)
County of Campbell) ss.

The foregoing instrument was acknowledged before me this 25TH day
of APRIL, 2007 by Sue Rayphole.

Witness my hand and official seal.

Renee Jahner
Notary Public

My Commission Expires:
2-24-2011

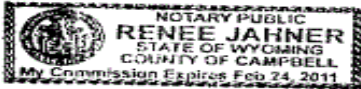


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STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 25TH day
of APRIL, 2007 by Galee Fitch.

Witness my hand and official seal.



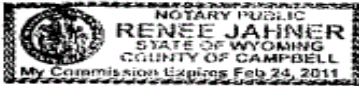
Renee Jahner
Notary Public

My Commission Expires:
2-24-2011

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 25TH day
of APRIL, 2007 by John Fitch.

Witness my hand and official seal.



Renee Jahner
Notary Public

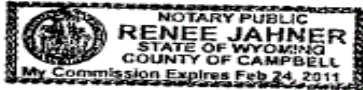
My Commission Expires:
2-24-2011

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STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 25TH day of APRIL, 2007 by Joel L. Grace.

Witness my hand and official seal.



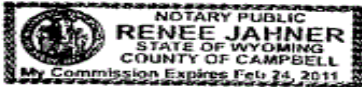
Renee Jahner
Notary Public

My Commission Expires:
2-24-2011

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 25TH day of APRIL, 2007 by Etta Ann M. Grace.

Witness my hand and official seal.



Renee Jahner
Notary Public

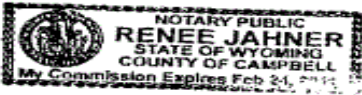
My Commission Expires:
2-24-2011

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STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me
this 25TH day of APRIL, 2007 by Derek
Hjorth.

Witness my hand and official seal.



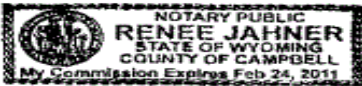
Renee Jahner
Notary Public

My Commission Expires:
2-24-2011

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me
this 25TH day of APRIL, 2007 by
Christina L. Hjorth.

Witness my hand and official seal.



Renee Jahner
Notary Public

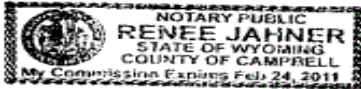
My Commission Expires:
2-24-2011

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STATE OF WYOMING)
)
County of Campbell) ss.

The foregoing instrument was acknowledged before me this 25TH day of APRIL, 2007 by Lynda Decker.

Witness my hand and official seal.



Renee Jahner
Notary Public

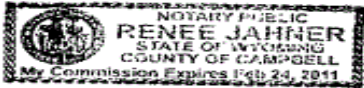
My Commission Expires:
2-24-2011



STATE OF WYOMING)
)
County of Campbell) ss.

The foregoing instrument was acknowledged before me this 25TH day of APRIL, 2007 by Leta Tanner.

Witness my hand and official seal.



Renee Jahner
Notary Public

My Commission Expires:
2-24-2011

STATE OF WYOMING)
Campbell County) ss.
Filed for record this 1st day of June A.D., 2007 at 11:04 o'clock A M. and recorded in Book 2265
of Photos on page 208-218 Fees \$ 42.00

Susan Gunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Annelia M. Snyder **893112**