

685376

STONE GATE ESTATES  
CRAIG G. MADER AND DEBORAH A. MADER

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF STONE GATE ESTATES III, Filing No. 1

THIS DECLARATION made on the date hereinafter set forth by CRAIG G. MADER and DEBORAH A. MADER, husband and wife, herein referred to as "DECLARANTS".

WITNESSETH:

WHEREAS, DECLARANTS are the owners of certain property in Campbell County, State of Wyoming, more particularly described as follows:

Township 49 North, Range 73 West, Sixth P.M.

Section 2

SW1/4SE1/4, SE1/4SW1/4, NW1/4SE1/4 South of Force Road

Section 11

E1/2NW1/4, W1/2NE1/4, NE1/4SW1/4, NW1/4SE1/4,  
NW1/4SW1/4, S1/2SW1/4NW1/4, E1/2SW1/4SW1/4,  
SE1/4SW1/4, SW1/4SE1/4

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANTS desire to subject the property, and any subdivision thereof, to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed.

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

NOW THEREFORE, DECLARANTS hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protection 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 thereof, their heirs, successors and assigns, shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

ARTICLE I  
DEFINITIONS

Section 1: "Stone Gate Estates III, Filing No. 1" shall mean and refer to that certain real property hereinbefore described, in such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2: The term "covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 3: "DECLARANTS" shall mean and refer to CRAIG G. MADER and DEBORAH A. MADER, husband and wife, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot from the DECLARANTS for the purpose of development.

Section 4: "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 property, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

ARTICLE II  
NATURE AND PURPOSE OF COVENANTS

Stone Gate Estates III, Filing No. 1 as described above, shall be made up of eighteen lots of approximately twenty acres per lot. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and lots therein. These covenants are imposed upon DECLARANTS, and upon the owners of all lots, homeowners, or landowner's association, or improvement and service district or its equivalent. Said covenants are for the benefit of all lots, and shall bind the owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his heirs, successors and assigns.

All lot owners will be required to join the Stonegate Estates Service and Improvement District. The Developer will not be assessed Service and Improvement District fees for unsold tracts. Any purchaser who buys more than one tract will be assessed Service and Improvement District fees on the first tract only until such time as the additional tract(s) are built on, or used for more than pasture land. A projected second phase of Stonegate Estates III shall have the right to join the Stonegate Estate's Service and Improvement District with all benefits and assuming all obligations thereof.

ARTICLE III  
USE OF RESIDENTIAL LOTS

Section 1 - USE:

Each lot within the properties shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations for Campbell County, Wyoming, in effect on the date that said construction, improvements, use or occupation begins.

Section 2 - CONSTRUCTION:

All home construction shall be stick built and be placed on a permanent foundation. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet. No modular homes, mobile homes or trailer houses will be allowed on the property. All construction, including utilities, shall meet the building codes for Campbell County, on the date of commencement of the said construction.

Section 3 - BUILDING PLANS AND APPROVAL:

Each lot owner in Stone Gate Estates III, Filing No. 1 shall have one vote in approving or disapproving proposed construction and location plans. A lot owner may designate a representative lot owner to act for him in matters of approving building, construction and location plans. Neither the land owners, nor any representative thereof, shall be entitled to any compensation of any kind for service performed pursuant to this covenant.

No building shall be erected, placed or altered on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved by a majority of the lot owners. In the event the lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent or their designated representative fail to approve or disapprove within thirty (30) days after plans, specifications and plot 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.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area.

Section 4 - 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 5 - HUNTING:

No hunting by the general public shall be allowed on any lot.

Section 6 - SEWAGE:

All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, standards and recommendations of the Wyoming Public Health Department.

Section 7 - WATER SUPPLY:

Water will be supplied by a community system operated by the Stone Gate Service and Improvement District. Declarant as developer of the well(s) and system reserves and is hereby granted the option of connecting a possible second phase to the same water system and well(s) and joining the Stone Gate Service and Improvement District with the land serviced by the second phase.

Section 8 - VEHICLES:

No inoperable vehicle shall be left exposed on any lot in excess of one (1) week.

Section 9 - 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 (2) weeks. All refuse containers, storage area, 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 10 - WATER DRAINAGE:

Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of his lot.

Section 11 - UTILITY ACCESS:

Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of any utilities to his property or any adjoining property.

Section 12 - MINIMUM ACREAGE:

Each lot shall contain a minimum of 20 acres of land, and shall not be further subdivided.

Section 13 - LIVESTOCK

Livestock may be kept on the property. No commercial enterprise involving livestock shall be permitted. All livestock, poultry, and other animals must be adequately fence or contained in a sanitary and clean environment. No owner shall overgraze his property. 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 such a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on his own property.

Section 14 - OFFENSIVE ACTIVITY:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 15 - AESTHETIC MAINTENANCE:

Any condition considered an eyesore by a majority of the lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent must be corrected upon notification by the remaining lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent within thirty (30) days.

Section 16 - TELEPHONE, ELECTRICAL, AND UTILITY WIRES

All telephone, electrical and other utility wires and/or cables must be placed underground from the main trunk lines to each residence.

Section 17 - IRRIGATION

Irrigation of lawns, gardens and the like shall be limited to a maximum of 12,000 square feet per lot.

ARTICLE IV  
ROAD REPAIRS

All repairs to the common road through Stone Gate Estates III, Filing No. 1 shall be the responsibility of all lot owners, and shall be paid for equally by each lot owner. Should any lot owner not pay his share of the repairs, then, at the option of the remaining lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent, a lien against the non-paying owner(s) may attach in favor of the paying lot owners, to the lot of the non-paying owner(s), as of the time the majority of the lot owners cause to be recorded in the office of County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

- a. The amount of delinquent assessment and such related charges as may be authorized by this declaration.
- b. The name of the owner of record or reputed owner of the lot.
- c. A legal description of the lot against which the lien has been assessed.

ARTICLE V  
GENERAL PROVISIONS

Section 1 - COVENANTS RUN WITH LAND:

These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

Section 2 - AMENDMENT OF COVENANTS:

These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the land owners vote for any amendment.

Section 3 - ENFORCEMENT:

The lot owner(s), homeowners, or landowner's association, or improvement and service district or its equivalent shall have the right to enforce, by any proceeding of law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the lot owner(s) to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the lot owner(s) from enforcing any subsequent covenant violation.

Section 4 - ATTORNEY FEES:

Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other lot owner (s), homeowner (s), or land owners association, or Improvement and Service District or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced.

Section 5 - SEVERABILITY:

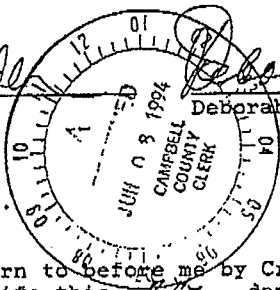
Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANTS herein, has hereunto set its hand and seal the 7<sup>th</sup> day of June, 1994.

OWNERS:

Craig G. Mader  
Craig G. Mader  
Deborah A. Mader  
Deborah A. Mader

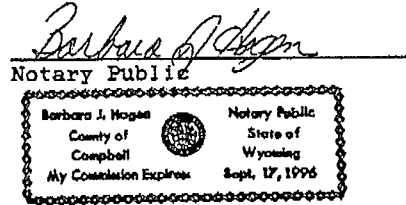
STATE OF WYOMING )  
                          ) ss.  
COUNTY OF CAMPBELL )



Subscribed and sworn to before me by Craig G. Mader and Deborah A. Mader, husband and wife this 7<sup>th</sup> day of June, 1992..1994

WITNESS my hand and official seal.

My commission expires: Sept 17, 1996.



STATE OF WYOMING )  
Campbell County ) ss.

Filed for record this 8th day of June A.D. 1994 at 10:46 o'clock A M. and recorded in Book 1296  
of Photos on page 250-256 Fees \$ 18.00  
Shirley E. Addison RECORDED  
County Clerk and Ex-Officio Register of Deeds ABSTRACTED  
INDEXED  
CHECKED ✓  
By Deputy Shirley E. Addison 686376

731288

**STONE GATE ESTATES  
PHASE III**

TO THE PUBLIC:

**NOTICE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF STONE GATE ESTATES, PHASE III,  
FILING NO. 1, CAMPBELL COUNTY, WYOMING**

**THIS DECLARATION OF NOTICE**, made on the date hereinafter set forth is provided by Rex R. Overholt, in his capacity as President and Director of the Stone Gate Estates Service and Improvement District, for the purpose of providing NOTICE to the public that the land owners of Stone Gate Estates Phase III, Filing No. 1, have amended the original *Declaration of Covenants, Conditions and Restrictions of Stone Gate Estates, Phase III, Filing No. 1*, Filed for Record on the 8th day of June 1994, Recorded in Book 1296 of Photos, Pages 250-256 the County Clerk and Ex-officio Register of Deeds of the County of Campbell, State of Wyoming, in accordance with *Article V, General Provisions, Section 2, Amendment of Covenants*, and covering:

- Stone Gate Estates Phase III, Filing No. 1, Lot 32
- Stone Gate Estates Phase III, Filing No. 1, Lot 33
- Stone Gate Estates Phase III, Filing No. 1, Lot 34
- Stone Gate Estates Phase III, Filing No. 1, Lot 35
- Stone Gate Estates Phase III, Filing No. 1, Lot 36
- Stone Gate Estates Phase III, Filing No. 1, Lot 37
- Stone Gate Estates Phase III, Filing No. 1, Lot 38
- Stone Gate Estates Phase III, Filing No. 1, Lot 39
- Stone Gate Estates Phase III, Filing No. 1, Lot 40
- Stone Gate Estates Phase III, Filing No. 1, Lot 41
- Stone Gate Estates Phase III, Filing No. 1, Lot 42
- Stone Gate Estates Phase III, Filing No. 1, Lot 43
- Stone Gate Estates Phase III, Filing No. 1, Lot 44
- Stone Gate Estates Phase III, Filing No. 1, Lot 45
- Stone Gate Estates Phase III, Filing No. 1, Lot 46
- Stone Gate Estates Phase III, Filing No. 1, Lot 47
- Stone Gate Estates Phase III, Filing No. 1, Lot 53
- Stone Gate Estates Phase III, Filing No. 1, Lot 54
- Stone Gate Estates Phase III, Filing No. 1, Lot 55

All situated within the County of Campbell, State of Wyoming.

NOTICE is hereby provided to the public that greater than seventy-five percent (75%) of the land owners voted, by written Ballot, in favor of the proposed amended covenant.

**NOW, THEREFORE**, the COVENANTS, CONDITIONS AND RESTRICTIONS OF STONE GATE ESTATES, PHASE III, FILING NO. 1, CAMPBELL COUNTY, WYOMING have been duly amended as follows:

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
STONE GATE ESTATES PHASE III,  
CAMPBELL COUNTY, WYOMING**

**WHEREAS**, the surface estate in Stone Gate Estates Phase III is owned separate from the underlying mineral estate; and



WHEREAS, the surface estate in Stone Gate Estates Phase III has been subdivided into multiple lots with different owners; and

WHEREAS, the mineral estate has been leased or may be leased for mineral development purposes; and

WHEREAS, it is beneficial to the lot owners and homeowners in Stone Gate Estates Phase III to unite their surface damage rights in order to manage any mineral exploration or development and to protect property values, aesthetics, and quality of life in the subdivision; and

WHEREAS, the *Declaration of Covenants, Conditions and Restrictions of Stone Gate Estates, Phase III, Filing No. 1*, Campbell County, Wyoming, recorded June 8, 1994, and recorded at Book 1296 of Photos, Page 250, provide for amendment of said covenants upon consent of seventy-five percent (75%) of the Stone Gate Estates Phase III lot owners; and

WHEREAS, the undersigned owners of lots within the Stone Gate Estates Phase III wish to amend said covenants to provide uniform control of surface access for mineral exploration or development; and

WHEREAS, the landowners agree that mineral exploration or development on any tract of land within the Subdivision will materially, adversely affect the value of the surface lands in the entire Subdivision.

NOW THEREFORE, in consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the record owners of lots in the Stone Gate Estates Phase III Subdivision amend the Covenants by adding the following language:

#### ARTICLE V. GENERAL PROVISIONS

Section 6. Mineral Exploration, Development or Production. Each lot owner in Stone Gate Estates Phase III hereby assigns, grants, and conveys his right to negotiate and collect surface damages for mineral exploration, development, and production to the Stone Gate Estates Service and Improvement District (the "District") subject to the following:

- A. The District shall receive all proposals for surface access or damage agreements from Operator(s) seeking surface access for mineral exploration, development, or production on Stone Gate Estates Phases I, II, III, IV, and V (the "Subdivision") properties. Any such proposal shall set forth all damages attributed to the entire Subdivision; and the proposed terms and conditions for the right of access to the surface lands; and such proposal shall set forth the amount of damages to the nature and extent of access to be attributed to each individual lot owner.
- B. The District shall circulate the proposal(s) among the lot owners within the Subdivision within five (5) business days of receipt and may also negotiate to receive clarifications or additional proposals.
- C. The District shall approve, on behalf of all lot owners, only those surface damage agreements which are unanimously approved in writing by all of the lot owners in the Subdivision.
- D. Upon the unanimous approval of the lot owners within the Subdivision, the District shall direct the Operator or other person making the approved proposal to pay the damages as provided under the proposal to the individual lot owners.

- E. If unanimous approval of the lot owners is not obtained, the District shall make no agreement for surface access or damages.
- F. In the event the lot owners of the Subdivision cannot reach unanimous approval of a given proposal, no individual lot owner may agree to grant surface access or receive surface damages, provided, however, that if an Operator posts a bond for entry in accordance with Wyoming law, the District may in its usual course of business decide to pursue the claims on behalf of the lot owners collectively. If the District declines or fails to pursue the rights of the lot owners collectively, the individual lot owners may pursue their individual claims for damages at their own expense after an assignment of that right is granted to them from the District. Such an assignment shall not be unreasonably withheld. Neither the District nor any lot owner acting in an individual capacity shall be required to make or pursue any claim for damages.

IN WITNESS WHEREOF, the undersigned, being the President and a Director of Stone Gate Estates Improvement and Service District, has hereunto set his hand and seal to this PUBLIC NOTICE the 27 day of April 1998.

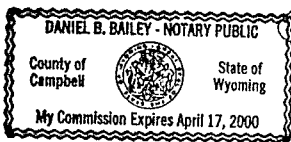
STONE GATE ESTATES IMPROVEMENT  
AND SERVICE DISTRICT

By: [Signature]  
Rex R. Overholt, President and Director

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Notice of Amendment to the Declaration of Covenants, Conditions and Restrictions of Stone Gate Estates, Phase III, Filing No. 1, Campbell County, Wyoming was acknowledged before me by Rex R. Overholt this 27 day of April 1998.

Witness my hand and official seal.



[Signature]  
Notary Public

My commission expires: 4/17/2000

*Phase III Notice to Public.wpd*

STATE OF WYOMING }  
Campbell County } ss.

Filed for record this 29th day of April A.D., 1998 at 4:38 o'clock P.M. and recorded in Book 1478  
of Photos on page 42-44 Fees \$ 10.00 **731288**  
By [Signature] Deputy [Signature]  
County Clerk and Ex-Officio Register of Deeds  
RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

