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Lucile, K. Taylor, Converse County Clerk & Recorder

BOOK 1383 PAGE 402

Cross Minor Subdivision

Declaration of Restrictions and Covenants

THIS DECLARATION made this ___ day of March, 2010, by the owners of
Cross Minor Subdivision:

WHEREAS the Mary Julia Wilson and James R. Cross, as Co-Trustee of the
Mary R. Cross Trust, a trust indenture dated October 23, 1996, (hereinafter referred to as
"the Trustees", are the owners of certain real property generally located in:

Township 32 North, Range 72 West of the 6th P.M.

Section 21: SW1/4

Section 28: N1/2NW1/4

Converse County, Wyoming

And more specifically described on the plat attached hereto as Exhibit "A" and
incorporated herein (hereinafter referred to as "Subdivision"); and

WHEREAS the Trustees are applying for a subdivision permit on the
Subdivision under the name of Cross Minor Subdivision; and

WHEREAS the Subdivision is governed by the J & M Estates Phase I
Declaration of Restrictions and Covenants as filed in the Converse County Land Records
at Book 1278, Page 583; and

WHEREAS the Trustees would like the Subdivision to be bound by more
restrictive covenants than the Covenants as outlined in the J & M Estates Phase I
Declaration of Restrictions and Covenants.

NOW THEREFORE, based upon the above listed recitals, the Owners bind the
Subdivision with the following additional restrictions and covenants:



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Article I
DEFINITIONS

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Section 1: "Subdivision" shall mean and refer to that certain real property herein after described on the attached Exhibit "A", and in addition thereto to any property hereafter 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 covenant, conditions, restriction, reservation, easement, liens and changes imposed by or expressed in this DECLARATION.

Section 3: "DECLARANTS" and/or "DEVELOPERS" shall mean and refer to the MARY R. CROSS TRUST, a trust indenture dated October 23, 1996, JAMES R. CROSS and MARY J. WILSON as CO-TRUSTEES, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot for the DECLARANTS for the purpose of development.

Section 4: "OWNER" shall mean and refer to the record owners, whether one of more persons or entities, of a fee simple title to any lot which is a part of the property, including contracts sellers, but excluding those having such interest merely as security for the performance of obligation.

Article II
NATURE AND PURPOSE OF COVENANTS

The Subdivision will be made up of five (5) tracts as described on Exhibit "A". 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 homeowners, or land owners association, or improvement and service district or its equivalent. Said covenants are for the benefit of all lots, and shall bind up 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 homes construction shall be stick built or modular. No mobile homes designed as singlewide mobile home, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purpose, exclusive of porches, terraces and garage, of 1500 square feet. The lots will be zoned RR, and will allow manufactured houses provided they meet the following criteria:

1. The roof pitch will be a minimum of a 5/12 pitch.

2. The exterior foundation will be poured concrete. Board skirting, laid block, brick or stone of any kind is prohibited. Stone facing shall be permitted so long as it is merely a cosmetic addition and is not providing the structural support for the home.

3. Vinyl siding is prohibited.

Section 2 BUILDING PLANS AND APPROVAL:

No building shall be erected or placed on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the homeowner's association.

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

All buildings shall be painted in a muted and acceptable color. Lot owners shall have all color choices approved by the homeowner's association prior to the construction or repainting of any structure.

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Section 3 COMMERCIAL USE:



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No part of the residential lots shall be used for the manufacturing, mercantile storing, vending or any other commercial business or other non-residential purpose 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 agriculture enterprises, or other public places of amusement.

Section 4 HUNTING:

No hunting shall be allowed on any lot.

Section 5 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, and in compliance with the regulation of Converse County Wyoming.

Section 6 VEHICLES:

No inoperable vehicle shall be left exposed on any lot in the excess of (2) weeks.

Section 7 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. Lot owners are prohibited from burning any trash on their lot. Each lot owner shall make responsible arrangements for private pick-up and removal of garbage at least once every (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 8 DRAINAGE:

Each lot 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.



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Section 9 UTILITY ACCESS:

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

Section 10 MINIMUM ACREAGE:

No subdividing or splitting of the lots shall be allowed. No lot owner shall construct more than one residence upon any lot.

Section 11 LIVESTOCK:

No livestock shall be permitted in the Subdivision.

Section 12 OFFENSIVE ACTIVITY:

No noxious or offensive activities, including those involving snow mobiles, motor cycles and all terrain vehicles shall be allowed upon any lot or on roads nor shall be done there on which is an annoyance or nuisance to the neighborhood.

Section 13 AESTHETIC MAINTENANCE:

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

ARTICLE III
HOMEOWNER'S ASSOCIATION

Section 1 CREATION OF HOMEOWNER'S ASSOCIATION:

Upon the sale or transfer of title from the developers to third parties of three lots, a homeowner's association shall be created. Until such time as a homeowner's association is created, the developers shall have all the powers and duties granted to the homeowner's association.



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Section 2 POWERS OF HOMEOWNERS ASSOCIATION:

The homeowners association shall have all of the rights and duties allowable by the laws of the State of Wyoming, as well as granted in this document, any amendments thereto, or by the vote of seventy five percent (75%) or more of the lot owners.

Section 3 RIGHT TO JOIN NEIGHBORING HOMEOWNERS ASSOCIATION:

The homeowners association for the Subdivision may join or combine with any neighboring homeowner's association if the Cross Minor Subdivision Homeowner's Association believes that it is in the best interest of the Subdivision owners in general. A decision to join or combine with a neighboring homeowner's association shall be approved by the vote of seventy five percent (75%) or more of the lot owners. The Cross Minor Subdivision may withdraw from any previously joined or combined homeowner's association if so approved by the vote of seventy five percent (75%) or more of the Subdivision owners. Upon withdrawal, the Cross Minor Subdivision Homeowner's Association shall function as outlined herein.

ARTICLE IV
ROAD REPAIRS

The Trustees shall initially build an access road to the Subdivision and to the edge of each lot. After the initial construction of the access road, all repairs and maintenance to the common roads through Cross Minor Subdivision 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 and/or maintenance, then, at the option of the remaining lot owners, home owners, homeowner's association, or improvement and service district or its equivalent, a lien against the non-paying owner(s) may attach in favor of the homeowner's association, to the lot of the non paying owner(s) as of the time the majority of the lot owners case to be recorded in the office of the County Clerk of Converse 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 or as may be assessed by the homeowner's association.



- 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.

In the event that the roads within Cross Minor Subdivision are utilized by owners, invitees, or guests of real property outside of the Subdivision, the owners of the Subdivision or the homeowner's association may require that those users contribute to the cost of maintenance and repair to the roads so used. In the event that the user fails to contribute as so requested, the owners of the Subdivision, or the homeowner's association may deny access or use to those non Subdivision drivers.

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 wherein seventy-five percent (75%) or more of the lot owners vote for any amendment. Each lot shall have one vote, therefore, if a single person owns three lots, that person shall be allowed to vote three times.

Section 3 ENFORCEMENT:

The lot owner(s), homeowner's association, or improvement and services district or its' equivalent shall have the right to enforce, by any proceeding or 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.

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Section 4 ATTORNEY FEES:



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

Section 5 CONFLICT IN COVENANTS:

The Trustees acknowledge that the J & M Estates Phase I Declaration of Restrictions and Covenants still govern this property. Therefore, if there is any conflict or disagreement between the J & M Estates Phase I Declaration of Restrictions and Covenants and the Cross Minor Subdivision Declaration of Restrictions and Covenants, the provision that is the most restrictive shall govern.

Section 6 SEVERABILITY:

If any clause or restriction in this document is deemed to be illegal or unenforceable, that determination shall have no effect on the remainder of the document and all other terms, restrictions and covenants contained herein shall continue to be fully enforceable.

DATED this 12th day of March, 2010.

TRUSTEES/DEVELOPERS:

MARY R. CROSS TRUST,
a trust indenture dated October 23, 1996


James R. Cross, Co-Trustee


Mary Wilson, Co-Trustee

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STATE OF WYOMING)
)SS.
COUNTY OF CONVERSE)



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Subscribed and sworn to before me by James R Cross, as Co-Trustee of the MARY R. CROSS TRUST, a trust indenture dated October 23, 1996, this day 12 of March, 2010.

Witness my Hand and Official Seal.

Loretta A Taylor
NOTARY PUBLIC

My Commission expires: 11-3-2010



STATE OF WYOMING)
)SS.
COUNTY OF CONVERSE)

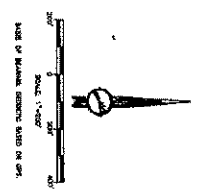
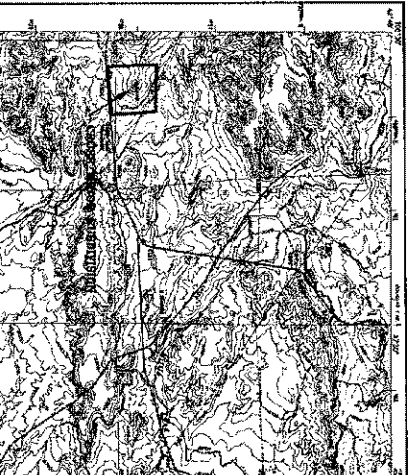
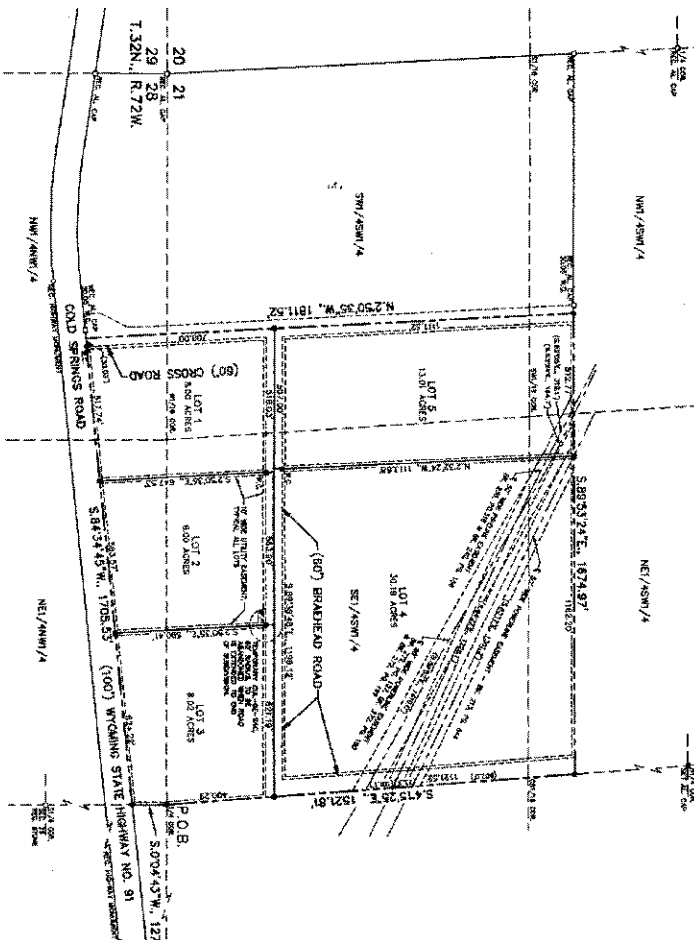
Subscribed and sworn to before me by Mary J. Wilson, as Co-Trustee of the MARY R. CROSS TRUST, a trust indenture dated October 23, 1996, this day 12 of March, 2010.

Witness my Hand and Official Seal.

Loretta A Taylor
NOTARY PUBLIC

My Commission expires: 11-3-2010





LEGEND
RECORDED PLATS:
- 1. 1874
- 2. 1875
- 3. 1876
- 4. 1877
- 5. 1878
- 6. 1879
- 7. 1880
- 8. 1881
- 9. 1882
- 10. 1883
- 11. 1884
- 12. 1885
- 13. 1886
- 14. 1887
- 15. 1888
- 16. 1889
- 17. 1890
- 18. 1891
- 19. 1892
- 20. 1893
- 21. 1894
- 22. 1895
- 23. 1896
- 24. 1897
- 25. 1898
- 26. 1899
- 27. 1900

- NOTES
1. NO PROPOSED PUBLIC SEWER DISPOSAL SYSTEM.
2. NO PROPOSED CENTRALIZED DOMESTIC WATER SUPPLY SOURCE.
3. NO PUBLIC MAINTENANCE OF ROADS - CONVERSE COUNTY NOT RESPONSIBLE FOR MAINTENANCE OF SUBDIVISION ROADS.
4. ALL LOTS ARE FOR SINGLE FAMILY RESIDENTIAL.

APPROVALS

APPROVED: [Signature] County Commissioner, Converse County, Wyoming, 2010.

APPROVED: [Signature] State of Wyoming, 2010.

"CROSS MINOR SUBDIVISION"
A SUBDIVISION OF PORTIONS OF THE
SM/4, SECTION 21 AND
N1/2NW/4, SECTION 28
TOWNSHIP 32 NORTH, RANGE 72 WEST
SIXTH PRINCIPAL MERIDIAN
CONVERSE COUNTY, WYOMING
SCALE: 1"=200'

STATE OF WYOMING
COUNTY OF CONVERSE
I, the undersigned, JAMES R. GIBSON, Trustee of the JAMES R. GIBSON TRUST, do hereby certify that the foregoing plat is a true and correct copy of the original plat as the same appears on file in the office of the County Clerk of Converse County, Wyoming, and that the same has been duly recorded in Book 1383, Page 411, of the public records of said County, Wyoming.

APPROVED: [Signature] County Commissioner, Converse County, Wyoming, 2010.

APPROVED: [Signature] State of Wyoming, 2010.

STATE OF WYOMING
COUNTY OF CONVERSE
I, the undersigned, JAMES R. GIBSON, Trustee of the JAMES R. GIBSON TRUST, do hereby certify that the foregoing plat is a true and correct copy of the original plat as the same appears on file in the office of the County Clerk of Converse County, Wyoming, and that the same has been duly recorded in Book 1383, Page 411, of the public records of said County, Wyoming.