

J & M ESTATES PHASE I*Declaration of Restrictions and Covenants*

THIS DECLARATION made this 6 day of January, 2006, by the owners of J & M Estates Phase I

Article I
DEFINITIONS

Section 1: "J & M Estates Phase I" shall mean and refer to that certain real property herein after described, 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 DECARANTS for the purpose of development.

Section 4: "OWNER" shall mean and refer to the record owners, whether one of more persons of 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

J& M ESTATES PHASE I as described above will be made up of 40 acre tracts. 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.

Section 1 CONSTRUCTION

All homes construction shall be stick built, modular, or doublewide mobile homes. 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. Two mobile homes designed as single-wides and attached together shall not constitute a double wide. 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/skirting will be poured concrete, laid block, brick or stone. Board skirting of any kind is prohibited.
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.

Section 3 COMMERCIAL USE:

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.

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.

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:

Livestock may be kept on the property, No commercial enterprises involving livestock shall be permitted. All animals including dogs must be adequately fenced or contained in a sanitary and clean environment. No owner shall over graze 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 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 with in (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 15 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.

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.

ARTICLE IV
ROAD REPAIRS

All repairs to the common roads through J & M Estates 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, home owners, 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.

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), or Improvement and Services District or it's 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.

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 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 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.

DATED this 6 day of Feb., 2006.

OWNERS/DEVELOPERS:

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

James R. Cross
James R. Cross, Co-Trustee

Mary J. Wilson
Mary J. Wilson, Co-Trustee

STATE OF Oklahoma)
)SS.
COUNTY OF Kay)

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 31 of January, 2006.

Vivian Kay Shudorski
NOTARY PUBLIC

My Commission expires: 8-26-08
00012927

STATE OF WYOMING)
)SS.
COUNTY OF CONVERSE)

ANGELA M. LANG
Notary Public, State of Wyoming
County of Converse
Commission Expires May 1, 2006

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 6 of February 2006.

Angela M. Lang
NOTARY PUBLIC

My Commission expires: May 1, 2006

Mary Cross Trust:

W2: W2E2: NE4NE4:
S21 T32 R72 520.00 Acres

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