

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR HAZELTON PEAK ESTATES**

The undersigned or "Declarants" are the owners of following described lands to be known as **HAZELTON PEAK ESTATES**, hereinafter referred to as the "Estates":

Township 48 North, Range 84 West, 6th P.M., Johnson County, Wyoming  
Section 32: W $\frac{1}{2}$ SE $\frac{1}{4}$  and all of the SW $\frac{1}{4}$  and SE $\frac{1}{4}$ NW $\frac{1}{4}$  lying East of the centerline of Hazelton Road (County Road No. 3)

EXCEPTING THEREFROM the following tract of land:

Beginning at a point on the south line of Section 32, Township 48 North, Range 84 West, 6<sup>th</sup> P.M., Wyoming, bearing S88°24' E a distance of 349.0 feet from the southwest corner of said Section 32; thence N1°36' W a distance of 100.0 feet; thence S88°24' E and paralleling the south line of said Section 32 a distance of 435.6 feet; thence S1°36' E a distance of 100.0 feet to a point on the south line of said Section 32; thence N88°24' W along the said south line a distance of 435.6 feet to the point of beginning, containing 1.0 acres and all lying in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 32.

The Declarants intend to sell all of the land contained in Hazelton Peak Estates separate tracts.

All of the tracts shall be held, transferred, sold, conveyed, or contracted to be conveyed by Declarants subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes, and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the Hazelton Peak Estates and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with this property and each and every tract therein. These covenants shall be binding on all owners of Estates and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. It is the purpose of these covenants that the present natural beauty, view and surrounding of Hazelton Peak Estates shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument.

It is the intention of the Declarants that the lands located in the Estates shall be developed and maintained as a highly desirable residential recreational area.

These covenants are imposed upon the lands comprising the Hazelton Peak Estates as an obligation or charge against the same for the benefit of each and every tract in the Estates and the owner or owners thereof. Each and every owner of land in this Estates shall have a right to enforce these covenants in accordance therewith which are imposed upon each and every tract in this Estates.

**ARTICLE I**

**DEFINITIONS**

1. "Owner" means and refers to the record owner whether one or more persons or entities, of a fee simple title to any tract which is a part of the Estates, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
2. "Estates" means and refers to that certain real property hereinbefore described.
3. "Tract" shall mean and refer to any tract of land shown upon the map of the Estates attached hereto or any tract of land split from an original tract in accordance with

Filed for record 5-20-08 at 4:35 PM  
Recorded in Book 84 of M.S. page 132-138  
JOHNSON COUNTY CLERK  
CANDY DEBURY

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the terms contained herein.

4. "Developer" shall mean and refer to Kirven Ranch, LLC, a Wyoming limited liability company, its successors and assigns.

5. "Mortgage" means mortgage or deed of trust and "Mortgagee" means the holder of a mortgage or the holder of a note secured by a deed of trust.

## ARTICLE II

### PROTECTIVE COVENANTS

1. Use of Tracts. Each tract within the Estates shall be improved, used and occupied only for private residential and related recreational purposes. No more than two single family recreational residences are permitted on any tract.

2. Pets and Other Animals. All pets shall be confined to owner's tract and shall not be allowed to run at large. No pigs may be kept within the properties. No tract of land shall be over grazed as defined by customary grazing practices in the area.

3. Commercial Use. No part of the property shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending or such other non-residential purpose: not to exclude home-based businesses so long as they do not become an annoyance or nuisance to the neighborhood.

4. Signs. Signs shall not be permitted other than the "For Sale" sign or the developer sign, not to exceed two foot by two foot (2' x 2') size, except that the Developer may place appropriate signs on its properties. Direction signs and name signs shall be permitted only as directed by the Association.

5. Other Structures. No structure of a temporary character, mobile home (except one "camper" trailer not exceeding forty (40) feet in length), tin shack, or other temporary building shall be used on any tract at any time; provided, however, that during construction of any home, a camper trailer shall be permitted for the occupancy of the workmen not exceeding a total of six months, whether consecutive or not. Two detached garages or barns, or storage shed shall be permitted for each single family dwelling if of the same architecture as the residence. No mobile homes or modular homes may be placed on a tract for a residence.

6. Modular Home: A modular home is described as a single or multi-family dwelling unit which is fabricated in one or more sections at a location other than on the site where the structure will be placed by assembly line techniques or other construction methods unique to an off-site manufacturing process.

7. Mobile Home: A mobile home is defined as a portable unit, used for living, sleeping, business or storage purposes, designed and built to be towed on its own chassis, comprised of frame and wheels, connected to utilities and designed without a permanent foundation for year around living, business or storage. Such structure shall be considered to be a mobile home whether or not the wheels originally mounted have been removed and whether or not the structure has been placed on a permanent foundation

8. Drilling and Mining. Except for water wells, no drilling or mining operation shall be permitted.

9. Trash Collections. All rubbish, trash and garbage shall be regularly removed from the Estates and shall not be allowed to accumulate.

10. External Antennae. External antennae more than twenty feet (20') in height shall not be allowed. Small satellite dishes are permitted.

11. Parking. No trailer, camper, boat, or truck larger than a one ton pickup or similar equipment shall be parked or maintained upon any property unless placed or maintained within an enclosed building. Every tract may establish parking for not to exceed four vehicles per tract. There shall be no parking permitted on or along established roadways or easements.

12. Tanks. There shall be no above-ground tanks, except for fuel or butane, not to exceed 300 gallons, or propane tanks not to exceed 1000 gallons. These shall be screened from view by a suitable screening.

13. Fencing. All fencing on perimeter of each tract shall be a lawful wire fence to keep out livestock. Each owner is responsible to construct a lawful fence if he desires to keep livestock off his tract. During construction, the owner shall construct temporary or permanent fencing around any excavation or construction site to protect livestock.

14. Sewage Systems. All individual sewage systems shall meet all requirements of the Department of Environmental Quality of the State of Wyoming and any applicable county regulations.

15. Water Supply. All individual water supplies shall meet all requirements of the State of Wyoming and any applicable county regulations. All wells shall be cased and surface cemented and perforated in the water zone.

16. Resubdivision. The owner of any tract, excluding the Developer, is prohibited from resubdividing a tract or selling a portion of a tract to a third party for the purposes of further subdivision; Except the original tract may be split into two (2) tracts with the approval of the local governing body of Johnson County, Wyoming.

### ARTICLE III

#### BUILDING CONTROLS

1. The following building controls are also established:

a. Set back. No building shall be located on any tract nearer than fifty (50) feet to any tract line.

b. Size. The ground floor of any dwelling located on any tract shall be not less than 1000 square feet, which area shall not include floor space of any garage.

c. Roofing. The roof shall be wood, metal, or asphalt composition. Metal roofs must be permanently colored in earth tone or other colors which may be harmonious with the environment. Roof construction shall have a slope of no less than a 3" rise for each 12" run.

d. Exterior Colors. All exterior colors shall be earth toned or other colors which may be harmonious with the environment.

e. Foundations. All residences shall be permanently affixed to a foundation without utilizing tie-down straps.

f. Construction Standards. All residences shall be wired in accordance with the National Electrical Code. All plumbing shall be in accordance with the National Plumbing Code. All septic systems shall meet the requirements of the Department of Environmental Quality of the State of Wyoming. No sewage effluent shall be allowed to discharge onto open grounds, into drainage streams, or into other drainage sources.

- g. Height. No structure shall exceed 40 feet in height.
- h. Occupancy. No dwelling shall be occupied until the exterior construction is entirely completed.
- i. Use. No building material shall be stored on any tract for a period of longer than 90 days unless substantial construction is in actual progress.
- j. New Construction. Only new construction will be allowed in the Estates.
- k. General Conditions. The intent of these restrictions is to insure that all buildings will be harmonious with the natural surroundings in an effort to retain the setting and to insure that all structures will be able to withstand expected live loads.
- l. Underground Utility Lines. All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the property must be buried underground and may not be exposed above the surface of the ground.
- m. Service Yards. All equipment, service yards or storage piles on any lands in the area shall be prohibited.
- n. Maintenance of Property. All property and all improvements shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair.
- o. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property nor shall anything be done or placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.
- p. No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.
- q. No Unsightliness. No unsightliness shall be permitted upon any of the property.

#### ARTICLE IV

##### GENERAL PROVISIONS

1. Enforcement. Kirven Ranch, LLC, Hazelton Peak (1 through 6) LLC or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Kirven Ranch, LLC, Hazelton Peak (1 through 6) LLC, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years each unless within thirty days prior to the commencement of said ten year period more than fifty

percent of the Owners execute a document terminating this declaration. This Declaration may be amended at any time hereafter by an instrument signed by the Owners of not less than seventy five percent of the tracts. Any amendment must be recorded.

**ARTICLE V**

**BREACH**

1. Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner their successors
2. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner or their successors in interest.
3. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
4. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.
5. A breach of the covenants contained in this Declaration shall not affect or impair or change any bona fide mortgage or deed of trust made in good faith and for value on any tract or the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

**ARTICLE VI**

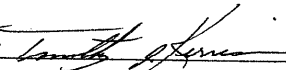
**DISCLOSURES**

1. NO PROPOSED CENTRALIZED SEWAGE SYSTEM.
2. NO PROPOSED CENTRAL WATER SUPPLY SYSTEM.
3. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

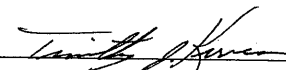
DATED this 20 day of MAY, 2008.

**HAZELTON PEAK ESTATES:**

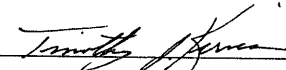
**HAZELTON PEAK 1, LLC:**

By 

**HAZELTON PEAK 2, LLC:**

By 

**HAZELTON PEAK 3, LLC:**

By 

HAZELTON PEAK 4, LLC:

By [Signature]

HAZELTON PEAK 5, LLC:

By [Signature]

HAZELTON PEAK 6, LLC:

By [Signature]

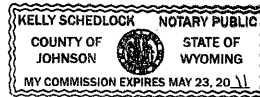
STATE OF WYOMING )  
 ) ss.  
County of Johnson )

The foregoing instrument was acknowledged before me by **TIMOTHY J. KIRVEN, MANAGING MEMBER of HAZLETON PEAK 1, LLC**, who acknowledged said instrument to be the free act and deed of said company, this 20<sup>th</sup> day of May, 2008.

Witness my hand and official seal.

Kelly Schedlock  
Notary Public

My commission expires: May 23, 2011



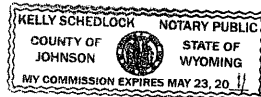
STATE OF WYOMING )  
 ) ss.  
County of Johnson )

The foregoing instrument was acknowledged before me by **TIMOTHY J. KIRVEN, MANAGING MEMBER of HAZLETON PEAK 2, LLC**, who acknowledged said instrument to be the free act and deed of said company, this 20<sup>th</sup> day of May, 2008.

Witness my hand and official seal.

Kelly Schedlock  
Notary Public

My commission expires: May 23, 2011



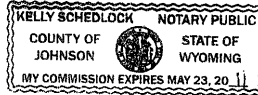
STATE OF WYOMING )  
 ) ss.  
County of Johnson )

The foregoing instrument was acknowledged before me by **TIMOTHY J. KIRVEN, MANAGING MEMBER of HAZLETON PEAK 3, LLC**, who acknowledged said instrument to be the free act and deed of said company, this 20<sup>th</sup> day of May, 2008.

Witness my hand and official seal.

Kelly Schedlock  
Notary Public

My commission expires: May 23, 2011.



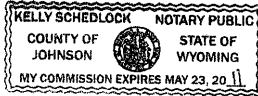
STATE OF WYOMING )  
 ) ss.  
County of Johnson )

The foregoing instrument was acknowledged before me by **TIMOTHY J. KIRVEN, MANAGING MEMBER of HAZLETON PEAK 4, LLC**, who acknowledged said instrument to be the free act and deed of said company, this 20<sup>th</sup> day of May, 2008.

Witness my hand and official seal.

Kelly Schedlock  
Notary Public

My commission expires: May 23, 2011.



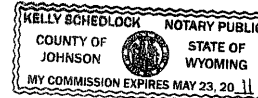
STATE OF WYOMING )  
 ) ss.  
County of Johnson )

The foregoing instrument was acknowledged before me by **TIMOTHY J. KIRVEN, MANAGING MEMBER of HAZLETON PEAK 5, LLC**, who acknowledged said instrument to be the free act and deed of said company, this 20<sup>th</sup> day of May, 2008.

Witness my hand and official seal.

Kelly Schedlock  
Notary Public

My commission expires: May 23, 2011.



STATE OF WYOMING )  
 ) ss.  
County of Johnson )

The foregoing instrument was acknowledged before me by **TIMOTHY J. KIRVEN, MANAGING MEMBER of HAZLETON PEAK 6, LLC**, who acknowledged said instrument to be the free act and deed of said company, this 20<sup>th</sup> day of May, 2008.

Witness my hand and official seal.

Kelly Schedlock  
Notary Public

My commission expires: May 23, 2011.

