

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LAKE MEADOWS SUBDIVISION

056189

STATE OF WYOMING)
)ss
County of Johnson)

Filed for record Aug. 21, 2006 at 4:00 o'clock
Recorded in Book 80A-61 of MSC page 476
\$38.00
Wesley Selman
JOHNSON COUNTY CLERK DEPUTY

TO THE PUBLIC: DECLARATION OF PROTECTIVE AND RESTRICTIVE
COVENANTS FOR

LAKE MEADOWS SUBDIVISION
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by Desmet Properties, LLC of
Johnson County,
hereinafter referred to as "Declarant"

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Johnson County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated as Lake Meadows Subdivision, situate in Johnson County, Wyoming, as the same is described in Exhibit "A" attached hereto and incorporated herein by reference, and;

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the lots which comprise Lake Meadows Subdivision for the betterment of health, safety, and welfare of the owners and occupants of said lots;

NOW THEREFORE, Declarant hereby declares that all property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of all of the lots comprising Lake Meadows Subdivision and herein specifying that these declarations shall constitute covenants not merely personal, but covenants the benefits and burdens of which run with all of the land and binding upon all parties having any right, title, or interest in the land of any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner of land in the Lake Meadows Subdivision.

I – DESIGNATION OF LOTS and DWELLING QUALITY and SIZE

- a) The lots in Lake Meadows Subdivision are hereby designated as follows: No lots shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling not to exceed three (3) stories in height, and a private garage for not more than

three (3) cars, and one additional structure for storage or for housing animals within the limits of the covenants.

- b) No dwelling shall be permitted on any lot herein designated as single-family residential with a ground floor area of the main structure (exclusive of porches, basements, and garages) which is less than 1000 square feet for a one story building
- c) All construction on lots within the Subdivision shall be new, and no building or buildings may be moved from other locations onto the lots. No mobile homes or homes with factory installed axles or wheels, whether removable or not, may be placed upon said lots. Provided however, that modular homes may be placed upon said lots if said modular homes are placed on permanent foundations or basements and they do not have flat roofs.
- d) No lot may be further subdivided or split in any manner without the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming.

II – NUISANCES

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

III – TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used upon any lots at any time as a residence, either temporarily or permanently, except that for a period of one (1) year, temporary facilities may be placed upon any lot which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said lot.

IV – LIVESTOCK

No livestock, including domestic pets, shall be allowed to remain loose within the Subdivision. The owner of each lot is required to keep all animals for which they are responsible within the confines of that lot. No animals of any kind shall be raised or bred for commercial purposes. Animals not raised or bred for commercial purposes are permitted so long as the number, type, or habitat of the animals does not become offensive or a nuisance to the neighborhood.

V – PERIMETER ACCESS

- a) No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets in the Subdivision to any other lands not included in the Subdivision.
- b) Access to or from dedicated roads in the Subdivision to lands not included in the Subdivision shall not be denied provided however, that use of said roads shall be contingent upon a pro-rate contribution to road maintenance by adjacent land owners.

VI – WATER SUPPLY

NO PROVISION IS MADE IN LAKE MEADOW SUBDIVISION FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.

- a) No individual water supply system shall be permitted on any lot in the Subdivision unless the system is located, constructed, and equipped in accordance with the requirements of State law, appropriate State agencies, and regulations promulgated by Johnson County. Provided further that no well may be dug, drilled, or installed upon any lot unless it meets all requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the State Engineers Office upon completion.
- b) All domestic wells drilled on this subdivision shall be completed not less than 100 feet below the ground surface. The well annulus must be sealed to minimize any shallow groundwater infiltration.

VII – SEWAGE DISPOSAL

- a) No provision is made in LAKE MEADOWS SUBDIVISION for PUBLIC or CENTRAL sewage disposal systems. When public sewer is available within 100 feet of the exterior of the Subdivision, each Lot/dwelling must and shall be required to attach to sewer at the owner's expense. No individual sewage disposal system shall be permitted on any lot in the Subdivision unless the sewage disposal system is located, constructed, and equipped in accordance with the requirement of State law, appropriate State agencies, and regulations promulgated by Johnson County. Approval in the form of a Permit to Construct shall be obtained from the proper agencies prior to actual construction of any system. Approval in the form of a Permit to Construct shall be obtained the proper agencies prior to actual construction of any system.
The ability to site conventional septic systems in certain locations on individual Lots may not be allowable due to site conditions. In addition to the required percolation tests, test pits or borings must be used to confirm that the required minimum separation exists between proposed leach fields, ground water, and shallow impermeable layers. Where conditions prevent the use of conventional septic systems, the use of alternative on-site sewage systems must comply with existing county and state requirements and be designed by a Wyoming licensed professional engineer.
- b) Septic systems in Lots 8,15,16, and 17 shall not be built within 100 feet on the centerline of the drainage.
- c) The septic system in Lot 5 shall not be within a radius of 200 feet from the lots northeast corner. This is the only location where groundwater is shallow.

- d) All septic system leach fields and/or beds shall not be any deeper than 2.5 feet below the ground surface. This will ensure wastewater treatment and increase ET.
- e) Septic systems shall not be placed within 50 feet of any property line.
- f) Groundwater wells shall not be placed within 50 feet of any property line. With septic systems and wells a minimum of 50 feet from property lines this will ensure their separation distance is 100 feet.
- g) Grass buffer strips shall be maintained on all down hill sides of the lots where surface water may discharge from the property. These grass buffer strips shall be a minimum of 20 feet wide. This will not only help surface water contaminants from migrating from the lots, but will also help minimize impacts from any failed septic systems.
- h) All septic systems within this subdivision shall be designed and construction inspected by a Wyoming Professional Engineer.

VIII – POLLUTION OF WATERS

In the interest of public health and sanitation and so that the land known as LAKE MEADOWS SUBDIVISION and all other land in the same locality can be benefited by a decrease in the hazards of stream pollution and by protection of water supplies, recreation, wildlife, and other public uses thereof, the Grantee will not use or permit the use of the above described property for any purpose that will result in the degradation of these uses *nor allow pollution of any stream, lake or body of water within the subdivision.*

- a) No alterations shall be made to the banks of any stream, lake or pond which shall harm the natural aesthetics of the immediate area or which will permit the introduction of refuse, sewage, equipment, or other material which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.
- b) Grading, Drainage, and Subsoil Conditions.
Site grading must be accomplished with minimum disruption to a lot, without altering natural discharge points of surface drainage from a lot, and without *creating conditions that could precipitate unnecessary soil erosion, slippage, or subsidence.*
- c) Surface drainage upon and across any lot much be carefully considered. Existing points of entry and exit to and from a lot by historic surface drainage must be respected. Any improvement which creates an obstruction to surface flows, which results in a back-up or concentration of storm waters onto a neighboring lot or tract, is strictly prohibited. Ground floor levels should be established at a

vertical elevation such that final placement of backfill, walks, driveways and porches will produce a positive drainage away from the structure in all directions.

IX – SUBDIVISION ROADS

NO PROVISION IS MADE IN LAKE MEADOWS SUBDIVISION FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS.

X – GARBAGE AND REFUSE DISPOSAL

No lot shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage, and other waste shall not be kept except in sanitary containers. Rocks, dirt piles, and construction debris shall be promptly removed from lots after construction of buildings.

XI – GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarants and upon their successors and assigns, and upon each of them and all parties and persons claiming under them for a period of ten (10) years from the date hereof, and automatically shall be continued thereafter for successive periods of ten (10) years each. It is however provided that the owners of not less than seventy five (75) percent of the record fee title owners of lots subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said non-mandatory restrictions only with the approval of the Johnson County Planning Commission and the Johnson County Board of County Commissioners by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the County Clerk for Johnson County, Wyoming. The recorded certificate of an abstractor doing business in Johnson County, Wyoming as to the record ownership of the property hereby restricted shall be deemed conclusive evidence of ownership thereof.

XII – ENFORCEMENT

The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of any lot within Lake Meadows Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarants, or the owner of any of the lots shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages.

The failure of Declarant or of the owner of any of the other lots hereby restricted to enforce any of the restriction herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorney's fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

XIV - SEVERABILITY

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner affect any of the other provisions which shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned being the Declarant herein, has hereunto set their hand this 17th day of August, 19 2006

[Signature] Managing Member

STATE OF WYOMING)
)ss
County of Johnson)

The foregoing instrument was acknowledged before me this 17th day of August, 19 2006 by Bambi Schumacher Ludy Hordun.
Witness my hand and official seal.

Ludy Hordun
Notary Public ASST Deputy

1-1-07



"Exhibit B"
HOMEOWNERS ASSOCIATION

I. FORMATION

Prior to the sale of any parcels within the Development, the Declarant will create the Lake Meadows Homeowners Association for the purpose of enforcing these covenants, maintaining the roads and for the other general purposes of the Association as hereunder provided. The owner(s) of each parcel shall be members of the association and each parcel, or approval discussion thereof, shall be entitled to one vote, whether owned by one or multiple owners. The Homeowners Association will be governed by a Board of Directors elected by its members. The Board of Directors shall be not less than three (3) nor more than five(5) individuals. The Association will adopt bylaws for its operations. The Association will have the further power to place assessments upon any parcels within the development for the maintenance of the roads, as well as assess fees and penalties for failure to comply with these covenants and for the other provisions as hereinafter provided.

II. ASSESSMENTS

By acceptance of the deed or other instrument of conveyance for any parcel within the development, each parcel owner shall be deemed to covenant and agree to pay to the Association annual assessments for maintenance and repairs and special assessments for capital improvements. Such assessments shall be fixed, established, and collected from time to time as provided hereafter and in the bylaws of the Association. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the owner of such property on the date when the assessment is due. Such personal obligation shall not pass to successors in title to the affected property unless expressly assumed by such successors. Unless changed by a vote of majority of the eighteen (18) lot owners, the annual assessment for any parcel in the development shall be that amount last approved by a majority of the parcel owners.

a. Special assessments

On a vote of the members of the Association in the manner set forth below, the Association may levy, in addition to annual assessments, a special assessment or assessments in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement or capital improvements on the common properties in the development. Any special assessment or change in maximum annual assessment must be approved by the Board of Directors of the Association and have the assent of a majority of the votes of the parcel owners (or their proxy) at a meeting called for that purpose. Written notice of such meeting called for such purpose shall be sent to all members of the Association at least ten (10) days in advance of the date of such meeting, setting forth the purpose of the meeting.

b. Notice of Assessment.

It shall be the duty of the Association to notify all owners of parcels within the development, whose addresses shall be supplied to the Association, by sending written notice to each of such owners within ten (10) days after the date on which the assessment has been fixed and levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each lot. Failure of the Association to levy an assessment or charge for any one year shall not affect the right of the Association to issue assessments in future years. Failure to deliver or levy an assessment due to a lack of an address for the owner or any particular parcel within the development shall not discharge the obligation of any such owner from paying such assessment, and it shall be the obligation of any such owner to notify the Association of such owner's current address.

c. Assessment as a Lien.

Any general or special assessment levied as set forth in this declaration shall become a lien on the affected real estate as soon as such assessment is due and payable as set forth above. In the event any owner fails to pay the assessment when due, then the assessment shall bear interest at 18% per annum, or the maximum legal rate permitted by the state of Wyoming, whichever is lesser, from the date when such assessment is due until it is paid in full.

d. Delinquent Assessments.

Forty-five (45) days after the date of any such assessment has been fixed and levied, the assessment, if not paid, shall become delinquent and the payment of both principal and interest may be enforced as a valid lien on the affected real estate, and a notice of such assessment and lien may be filed with the County Clerk for Johnson County, Wyoming and exclusive venue shall be in the appropriate District Court, State of Wyoming. It shall be the duty of the Board of Directors of the Association, as provided below, to bring action to enforce such liens before they expire. The Association, in its discretion, may file certificates of nonpayment of assessments with the appropriate County Clerk whenever such assessments are delinquent. For each certificate so filed, or for any lien so filed, the Association shall be entitled to collect from the owner or owners of the property described in such certificate or lien a late fee of Two Hundred and Fifty Dollars (\$250.00) which fee is declared to be a lien on the affected real estate, and shall be collectible in the same manner as the original assessment provided for in this declaration.

Any such lien shall continue for a period of two (2) years from the date of delinquency and no longer, unless within such time period legal proceedings shall be instituted to collect such assessments, in which event the lien shall continue until the termination of the legal proceedings, and the sale of the property under the execution of the judgment establishing the same.

In the event legal proceedings are commenced to collect any such assessment, or if the services of an attorney are retained by the Association in connection therewith, the nonpaying owner or owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the assessment and may be foreclosed on in the same manner as the assessment as provided above.

III. USES OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, enjoyment, and welfare of the residents in the development. Without limiting the generality of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:

- a. To enforce any and all building and land-use restrictions that exist as of the date of this declaration or which may be lawfully imposed hereafter on or against and of the property in the development.
- b. To maintain the roads.
- c. To pay expenses to carry out the above, such as attorney's fees, expenses of liability, fire, and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of this declaration by the Association.

"Exhibit C"
LAKE MEADOWS SUBDIVISION
Disclosure Statement

- A. Street construction and maintenance including snow removal will be the responsibility of the Lake Meadows Subdivision Homeowners Association and the residents of Lake Meadows Subdivision.
- B. Water supply for the subdivision will be provided by individual wells located on each lot within the subdivision. An intense groundwater study was performed by Pilch Engineering and was submitted for DEQ review. Wells need to be permitted with the State Engineer's Office.
- C. Sewage disposal will be provided by individual septic systems located on each lot. Septic systems need to be designed by a registered Professional Engineer licensed in the State of Wyoming and shall meet all requirements and be permitted by Johnson County.
- D. Covenants for the subdivision will be on record at the Johnson county Clerks Office.
- E. Covenants for the subdivision provide for a Homeowners Association for the development.
- F. Garbage disposal is provided by Johnson County Solid Waste District Landfill, located at 284 TW Road. There is no public garbage collection.
- G. Fire protection is provided by the Johnson County Fire District. Lake Desmet is within 1 mile of the proposed subdivision and has good access for fire trucks.
- H. Lands within the subdivision are not subject to flooding.
- I. Covenants for the subdivision provide for some restrictions on sizes and types of construction to be used in the development.
- J. Postal service will be provided by a mailbox cluster located on subdivision roads of each phase and adjacent to Lake Desmet and Monument County Road.
- K. There are no water rights within the Subdivision.
- L. Service providers are as follows:
 - Cable TV: not available or provided

Telephone: Qwest
1692 Commercial Lane
Sheridan, WY 82801
Phone: 1-800-573-1311 for repairs
1-800-244-1111 for sales and billing

Power: Powder River Energy Corporation
1095 Brundage Lane
P.O. Box 5087
Sheridan, WY 82801
Phone: 1-800-442-3630

Gas: Montana Dakota Utilities Co.
2324 Dry Ranch Road
Sheridan, WY 82801
Phone: 1-800-638-3278