

DECLARATION OF PROTECTIVE COVENANTS  
BAKKEN SUBDIVISION NO. 3,  
Park County, Wyoming.

STATE OF WYOMING )  
County of Park } ss

Oliver Bakken, and Geneva Bakken, husband and wife, being of lawful age, and first duly sworn upon oath, according to law, do say as follows:

That they are the owners of certain real property located in Park County, Wyoming, more particularly described as follows:

That part of the East Half of the Southeast Quarter of the Southeast Quarter of Tract 40, Resurvey, in Township 53 North, Range 101 West of the Sixth Principal Meridian, in Park County, Wyoming, as described by metes and bounds as follows; Commencing at the Southeast Corner or Corner No. 2, of Tract 40, Resurvey, in said Township and Range, thence bearing South 89° 53' 00" West, along the south boundary of said Tract 40, Resurvey, for a distance of 175.00 feet, to the point of beginning, thence bearing North 0° 22' 00" West, parallel with the east boundary of said Tract 40, Resurvey, for a distance of 265.00 feet, thence bearing North 89° 53' 00" East, parallel with the south boundary of Tract 40, Resurvey, for a distance of 115.00 feet, to a point on the west boundary of Robert Street, which is part of Bakken Subdivision No. 1, thence bearing North 0° 22' 00" West, along the west boundary of Robert Street, for a distance of 1055.00 feet, to a point on the north boundary of said East Half of the Southeast Quarter of the Southeast Quarter, (E½, SE½, SE½) of Tract 40, Resurvey, thence bearing South 89° 53' 00" West, along said North boundary for a distance of 599.15 feet, to the north-west corner of said E½, SE½, SE½, of Tract 40, Resurvey, thence bearing South 0° 22' 00" East, along the west boundary of said E½, SE½, SE½, of Tract 40, Resurvey, for a distance of 1320.00 feet, to the Southwest Corner of said E½, SE½, SE½, of Tract 40, Resurvey, thence bearing North 89° 53' 00" East, along the south boundary of said E½, SE½, SE½, of said Tract 40, Resurvey, for a distance of 484.15 feet, to the point of beginning, said Bakken Subdivision No. 3, to contain 17.46 acres, more or less.

That as owners, they have caused a plat of said lands to be prepared, subdividing said land into seven lots, and have designated the same as the Bakken Subdivision No. 3.

That they intend to convey said lots to various purchasers by deed, subject to protective covenants on the parts of purchasers, as hereinafter set forth, to the end and purpose that the restrictions

herein imposed shall inure to the benefit of each and all the purchasers of said lots, whether they shall have become such before or after the date hereof, and that such covenants will be and become binding upon the heirs, successors and assigns of such owners.

That the invalidation of any of these covenants, by judgment or otherwise, shall in no wise affect any of the other provisions which shall remain in full force and effect.

That these covenants shall be and remain covenants running with the land shall be effective with respect to Lots 1 and 2 in the Bakken Subdivision No. 3. Lots 3 thru 7, in the Bakken Subdivision No. 3, shall be subject to the Park County Land Use Implementation Program, and these covenants shall be effective from and after the date of the recording of this Declaration of Protective Covenants in the office of the County Clerk, Park County, Wyoming.

COVENANT NO. 1. All lots covered by these covenants shall be residential lots, and no structure or structures shall be erected, altered, placed, or permitted to remain on any residential building lot, other than one, detached, single-family dwelling, and other appropriate outbuildings incidental to residential use of the lot. There shall be no double or multiple family dwellings on any lot and on commercial use allowed on any residential lot. The single family residential use must be attractive and suitable to the surroundings, with a minimum width of 24 feet.

COVENANT NO. 2. Livestock will be permitted on Lots 1 and 2, of this Bakken Subdivision No. 3, for family use only, and must be kept under control, so as not to create a nuisance.

COVENANT NO. 3 Septic Tanks with drain fields shall be installed in accordance and in compliance with Wyoming State Statutes.

COVENANT NO. 4. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a -period of ten (10) years from the date of these covenants are recorded, after which time said covenants shall be automatically extended, for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

COVENANT NO. 5 Enforcement shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

IN WITNESS WHEREOF, We have hereunto set our hands this 4th day of JUNE, 1984, A. D.

*Oliver Bakken*  
Oliver Bakken  
*Geneva Bakken*  
Geneva Bakken

STATE OF WYOMING )  
County of Park ) <sup>SS</sup>

The foregoing instrument was acknowledged before me by Oliver Bakken, and Geneva Bakken, this 4th day of June, 1984.

WITNESS MY HAND AND OFFICIAL SEAL:

*Laura M. Bredel*  
Notary Public



My Commission expires: Dec 10, 1986

State of Wyoming } ss.  
 County of Park  
 This instrument was filed for record  
 on the 2 day of October  
 1984 at 1:29 o'clock P.m. and  
 duly recorded in Microfilm Book 104  
 records on page 970  
 MARIE FONTANA, Register of Deeds  
 By [Signature] Deputy  
 No. 217050

William Greever, Box 2076, Cody, WY 82414  
 Do not mail, Bill will pick up



-2- Applicant's Affidavit.

that the facts contained therein are true and correct to the best of their knowledge and belief.

WITNESS MY HAND AND OFFICIAL SEAL:

*Donald J. Livingston*  
Notary Public.

My commission expires: April 13, 1985

State of Wyoming } ss.  
County of Park }  
This instrument was filed for record  
on the 2 day of OCTOBER  
at 1:30 P. m. and  
is recorded in Microfilm page 104  
recorder on page 104  
of Book 104 Page 973  
*Rosalia Brannfield*  
217861

HOMEOWNERS ASSOCIATION  
FOR THE  
BAKKEN SUBDIVISION NO. 3.

BY-LAWS  
ARTICLE I  
Name

The name of the association is the Bakken Subdivision No. 3 Homeowners Association. Hereafter the Bakken Subdivision No. 3 Homeowners Association is referred to as the Association.

ARTICLE II

Principal Office

The principal office of the association is located at:

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The principal place of business may be changed at any time by the Members.

ARTICLE III

Purposes

The purposes for which the Association is organized are:

- (a) To improve and maintain the road named Kent Street within the Bakken Subdivision No. 3.
- (b) To acquire, own or lease such property as may be necessary or convenient for the fulfillment of its purposes.
- (c) In general to do everything necessary, proper, or advisable for the accomplishment of the purposes hereinabove set forth.

ARTICLE IV

1. Eligibility. Every present and future owner of Lots 1 and 2, in the Bakken Subdivision No. 3, and every present and future tenant to whom such owner has assigned his membership shall be a member in the Association.
2. Membership. Membership shall include an undertaking by such owner or tenant to comply with these By-Laws and the rules and regulations adopted by the Association.
3. Termination. Membership in the association shall terminate on a member's ceasing to be an owner or tenant of either Lot 1 or Lot 2, in the subdivision.
4. Assignment. An owner who is a member of the Association may assign his membership to the tenant occupying his lot within the Subdivision. Such assignment to be effective must be filed with the Manager of the Association.

ARTICLE V

Meetings of Members

1. Annual Meetings. An annual meeting of the members of the Association shall be held on the first Tuesday in the month of January in each year beginning with the year 1985 at the hour of 7:30 P.M., for the purpose of electing officers and the transaction of such other business as may come before the meeting. The first annual meeting shall be arranged by Mr. Oliver Bakken.

2. Regular Meetings. In addition to the annual meetings, regular meeting of the members may be held as such time as shall be determined by the officers of the Association.

3. Special Meetings. It shall be the duty of the Manager to call a special meeting of the members upon a petition signed by two members having voting rights. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the members present.

4. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the Manager.

5. Notice of Meetings. It shall be the duty of the Manager to mail a notice of each annual, regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each member entitled to vote, at least five but not more than 10 days prior to such meeting.

6. Quorum. Two members shall constitute a quorum for the transaction of business.

7. Voting. Each member shall be entitled to one vote on each matter submitted to a vote of the members.

8. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxies shall be valid after 60 days from the date of execution, unless otherwise provided in the proxies.

9. Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by these By-Laws.

ARTICLE VI

Officers

1. Designation. The principal officers of the Association shall be a Manager and a Treasurer, both of whom shall be elected by and from the members of the Association.

2. Election of Officers. The officers of the Association shall be elected annually by the members at the annual meeting.

3. Removal of Officers. Upon an affirmative vote of a majority of the members, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the membership, or at any special meeting of the membership called for such purpose.

4. Manager. The Manager shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all the general powers and duties necessary to carry out the purposes of the Association. He shall have the power to appoint committees from among the members from time to time as he may at his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Treasurer. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping a full and accurate account of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association, in such depositories as may from time to time be designated by vote of the members. The Treasurer shall take the place of the Manager and perform his duties whenever the Manager shall be absent or unable to act. The signature of both the Manager and Treasurer shall be required to withdraw funds from the Association accounts, and in no event shall be an expenditure in excess of \$ 100.00 be made without the prior consent of the members.

6. Membership Committee. The Manager and Treasurer shall constitute a membership committee which shall act on applications for membership.

#### ARTICLE VII

##### Dues and Assessments.

1. Annual Dues. The Annual Dues shall comprise of the membership fee and road maintenance fee. The membership fee, if any, shall be determined and charged as the Association finds necessary. The road maintenance fee shall be determined by an estimated or actual cost of maintenance and improvements. The total assessment shall be divided among the lots on an equal basis for road maintenance. The annual dues may be changed from time to time by the membership at any annual, regular or special meeting called for such purposes.

2. Payment of Annual Dues. The dues shall be paid on or before the first day of January, each year after which an owner or tenant becomes a member.

3. Special Assessments. Special assessments may be levied on members of the Association only by vote of the majority of all members of the Association.

4. Default in Payment of Dues or Assessments. (a) When any member shall be in default in the payment of dues or assessments for a period of 15 days from the date on which dues or assessments become payable, he shall, for the purpose of voting, not be considered as a



member in good standing. Until such member is again returned to a good standing, he shall have no rights of any kind arising out of a membership in the association.

(b) In addition to the foregoing, if any member shall fail to pay his annual dues or assessments as the same become due, after ten days, written notice of such delinquency given by the Association to such member, the amount of the unpaid dues and assessments shall become a lien on such member's lot or residential unit in the subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien, and proceed thereon in accordance with the provisions of Wyoming Law for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence an action against such member for the collection of the unpaid dues and assessments in the Justice of District Court in accordance with the provisions of Wyoming Law.

#### ARTICLE VIII

##### Use of Funds

Income of the Association shall be used for the payment for all necessary supplies, road materials, equipment rental, operator wages and equipment maintenance. Officers of the Association shall not be paid by the Association for their services.

#### ARTICLE IX

##### Rules and Regulations

The membership shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become effective when approved by two-thirds vote of the members of the Association and when so approved shall become a part of these By-Laws.

#### ARTICLE X

##### Amendments

These articles may be amended or repealed, or new By-Laws may be made and adopted, at any annual, regular or special meeting of the Members of the Association, by two-thirds vote of the members of the Association, provided that notice of intention to amend shall have been contained in the notice of the meeting.

#### CERTIFICATE OF ADOPTION

The undersigned, the duly elected, qualified and acting Manager of the Bakken Subdivision No. 3 Homeowners Association, an unincorporated, non-profit Association, does hereby certify that the above and foregoing By-Laws were duly adopted by the membership of the Association on \_\_\_\_\_, and are now and have been since that date, the By-Laws of said Association.

DATED: June 4, 1984

*Oliver B. Baker*  
Temporary Manager.

BOOK 104 PAGE 978

STATE OF WYOMING )  
                          ) ss  
County of Park     )

The foregoing certificate was acknowledged before me by

Oliver Bakken, Temporary Manager.

this 4th day of JUNE, 1984, A.D.

Witness my hand and official seal:



Lena M. Riedel  
Notary Public.

My commission expires: Dec 10, 1986

State of Wyoming )  
County of Park    ) ss.  
This instrument was filed for record  
on the 2 day of October  
1984 at 1:31 o'clock P. m. and  
duly recorded in Register Book 104  
records on page 978  
by Lena M. Riedel  
Notary Public.  
No. 217852





OWNER OF LOT 4, BAKKEN SUBDIVISION #3.

Robert Streets Properties, LLC

By Robert H. Hanson

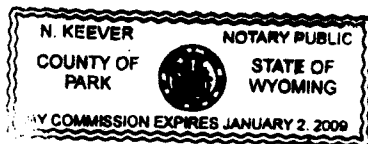
Robert H. Hanson

STATE OF WYOMING )

) ss.

COUNTY OF PARK )

The above and foregoing Affidavit Terminating Covenants was signed and sworn to before me this 20<sup>th</sup> day of SEPTEMBER 2005, by Robert Hanson.



[Signature]  
Notary Public  
My commission expires: 1-2-09

PARK COUNTY, CODY, WY  
KAREN CARTER, COUNTY CLERK

REC \$17.00

09/21/2005  
02:35:00PM

#2005-7019  
3 OF 4











OWNERS OF LOT 3, BAKKEN SUBDIVISION #3.

Ross T. Willey Trustee of Ross T. Willey Living Trust

Ross T. Willey - trustee 01-14-05  
Ross T. Willey - trustee

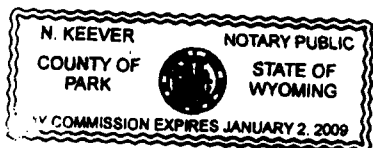
Ross T. Willey - 01-14-05  
Ross T. Willey Individually

STATE OF WYOMING )

) ss.

COUNTY OF PARK )

The above and foregoing Affidavit Terminating Covenants was signed and sworn to before me this 14<sup>th</sup> day of January, 2005, by Ross T. Willey.



[Signature]  
Notary Public  
My commission expires: 1/2/09