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IRON CROSS SUBDIVISION

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF IRON CROSS
SUBDIVISION

THIS DECLARATION MADE ON THE DATE HEREINAFTER SET FORTH BY JOHN AND
KAREN COLLINS: REFERRED TO AS "DECLARANTS".

WITNESSETH:

WHEREAS, DECLARANTS ARE THE OWNERS OF A CERTAIN PROPERTY IN
CAMPBELL COUNTY, STATE OF WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract of land that is located in a portion of the NE1/4 of Section 10, T.43N.,
R.72W. of the 6th P.M., Campbell County, Wyoming, being more particularly
described as follows:

Commencing at the northeast corner of said Section 10, said point is
monumented by a BLM brass cap; thence N88°44'05"W, 1,151.31 feet to a
5/8" rebar and cap (EAGLE LS-584) and the point of beginning; thence
S00°27'21"E, 1,543.37 feet to a 5/8" rebar and cap (EAGLE LS-584); thence
N85°53'27"W, 1,309.66 feet to a 5/8" rebar and cap (EAGLE LS-584);
thence N74°38'30"W, 95.00 feet to a 5/8" rebar and cap (EAGLE LS-584);
thence N03°36'28"E, 1,455.78 feet to a 5/8" rebar and cap (EAGLE LS-584);
thence S88°44'05"E, 1,294.33 feet to the point of beginning.

TO BE KNOWN AS THE IRON CROSS SUBDIVISION.

AND WHEREAS, IN ORDER TO ESTABLISH A GENERAL PLAN FOR THE IMPROVEMENT
AND DEVELOPMENT OF THE PROPERTY, THE DECLARANTS DESIRE TO SUBJECT THE
PROPERTY, AND ANY SUBDIVISION THEREOF, TO CERTAIN CONDITIONS, COVENANTS, AND
RESTRICTIONS, UPON AND SUBJECT TO WHICH ALL OF THE PROPERTIES SHALL BE HELD,
IMPROVED, AND CONVEYED.

AND WHEREAS, DECLARANTS WILL CONVEY THE SAID PROPERTY, SUBJECT TO
CERTAIN PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, LIENS, AND CHARGES AS
HEREINAFTER SET FORTH;

NOW THEREFORE, DECLARANTS HEREBY DECLARE THAT ALL OF THE PROPERTY
DESCRIBED ABOVE SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING
EASEMENTS, RESTRICTIONS, COVENANTS, AND CONDITIONS, WHICH ARE THE PURPOSE OF

PROTECTION THE VALUE AND DESIRABILITY OF, AND WHICH SHALL RUN WITH THE REAL PROPERTY AND BE BINDING ON ALL PARTIES HAVING ANY RIGHTS, TITLE OR INTEREST IN THE DESCRIBED PROPERTIES OR ANY PART THEREOF, THEIR HEIRS, SUCCESSORS AND ASSIGNS, SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF, AND WHICH ARE INTENDED NOT TO BE MERELY PERSONAL.

ARTICLE I DEFINITIONS

SECTION 1: IRON CROSS SUBDIVISION SHALL MEAN AND REFER TO THAT CERTAIN REAL PROPERTY HEREIN BEFORE DESCRIBED, IN SUCH ADDITIONS THERE TO AS MAY HEREAFTER BE 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 COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES IMPOSED BY OR EXPRESSED IN THIS DECLARATION.

SECTION 3: "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNERS, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO ANY LOT WHICH IS A PART OF THE PROPERTY, INCLUDING CONTRACT SELLERS, BUT EXCLUDING THOSE HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF OBLIGATION.

ARTICLE II NATURE AND PURPOSE OF COVENANTS

IRON CROSS SUBDIVISION AS DESCRIBED ABOVE SHALL BE MADE UP OF TEN TRACTS APPROXIMATELY 4.50 ACRES IN SIZE. 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 LOTS THEREIN. THESE COVENANTS ARE IMPOSED UPON DECLARANTS, AND UPON THE OWNERS OF ALL LOTS, 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 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 HOME CONSTRUCTION SHALL BE STICK BUILT, MODULAR, OR MANUFACTURED HOMES. ALL STRUCTURES MUST BE PLACED ON A PERMANENT FOUNDATION. NO MANUFACTURED HOME DESIGNED AS A SINGLE-WIDE HOME; REGARDLESS OF THE SQUARE FOOTAGE SHALL BE ALLOWED. THE PRINCIPAL DWELLING SHALL HAVE A MINIMUM FULLY ENCLOSED FINISHED LIVING AREA DEVOTED TO LIVING PURPOSES. TWO MOBILE HOMES DESIGNED AS SINGLE-WIDE AND ATTACHED TOGETHER SHALL NOT CONSTITUTE A DOUBLE-WIDE HOME. ALL MODULAR OR MANUFACTURED HOMES MUST BE 2005 OR NEWER.

SECTION 2 – COMMERCIAL USE: NO PART OF THE RESIDENTIAL LOTS SHALL BE USED FOR 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, PIPE YARD, OIL FIELD BUSINESS, METHANE BUSINESS, CONSTRUCTION YARD, LIVESTOCK OR AGRICULTURAL ENTERPRISE.

SECTION 3 – HUNTING: NO HUNTING SHALL BE ALLOWED ON ANY LOT.

SECTION 4 – SEWAGE: ALL SEPTIC TANKS OR OTHER SEWAGE DISPOSAL SYSTEMS MUST BE DESIGNED, LOCATED, AND CONSTRUCTED IN ACCORDANCE WITH REGULATIONS, REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF THE WYOMING PUBLIC HEALTH DEPARTMENT AND IN COMPLIANCE WITH THE REGULATIONS OF CAMPBELL COUNTY, WYOMING.

SECTION 5 – 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. EACH LOT OWNER SHALL BE RESPONSIBLE FOR ARRANGING FOR PRIVATE PICK-UP AND REMOVAL OF GARBAGE AT LEAST ONCE EVERY TWO (2) WEEKS. ALL REFUSE CONTAINERS, STORAGE AREA, MACHINERY AND EQUIPMENT AND VEHICLES SHALL BE MAINTAINED IN A CLEAN AND SANITARY MANNER AND SECURED SO TRASH MAY NOT BE BLOWN OR SCATTERED IN ANY MANNER. NO VANS OR OLDER MOBILE HOMES WILL BE ALLOWED AS STORAGE.

SECTION 6 – MINIMUM ACREAGE: NO SUBDIVIDING OR SPLITTING OF LOTS SHALL BE ALLOWED. ONLY ONE PRINCIPAL DWELLING IS ALLOWED PER LOT.

SECTION 7 – LIVESTOCK: LIVESTOCK MAY BE KEPT ON THE PROPERTY. NO COMMERCIAL ENTERPRISE 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 8 – 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 ANYTHING BE DONE THERE ON WHICH IS AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. NO "TRACK" SHALL BE CONSTRUCTED ON ANY LOT FOR PURPOSE OF RIDING SNOW MOBILES, MOTOR CYCLES OR ALL TERRAIN VEHICLES.

SECTION 9 – AESTHETIC MAINTENANCE: ANY CONDITION CONSIDERED AN EYESORE BY A MAJORITY OF THE LOT OWNERS, HOMEOWNERS OR LANDOWNER'S ASSOCIATION, OR IMPROVEMENT AND SERVICE DISTRICT OR ITS EQUIVALENT MUST BE CORRECTED UPON NOTIFICATION BY REMAINING LOT OWNERS, HOMEOWNERS, OR LANDOWNERS' ASSOCIATION, OR IMPROVEMENT AND SERVICE DISTRICT OR ITS EQUIVALENT WITHIN THIRTY (30) DAYS.

**ARTICLE III
ROAD REPAIRS**

ALL REPAIRS TO THE COMMON ROADS THROUGH IRON CROSS 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, THEN AT THE OPTION OF THE REMAINING LOT OWNERS, HOMEOWNERS, OR IMPROVEMENT AND SERVICE DISTRICT OR ITS EQUIVALENT, A LIEN AGAINST THE NON-PAYING OWNER(S) MAY ATTACH IN FAVOR OF THE PAYING LOT OWNERS, TO THE LOT OF THE NON-PAYING OWNER(S), AS OF THE TIME THE MAJORITY OF THE LOT OWNERS CAUSE TO BE RECORDED IN THE OFFICE OF COUNTY CLERK OF CAMPBELL 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 REMAINING LOT OWNERS OF THE IRON CROSS SUBDIVISION.
- 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 IV
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 WHERE SEVENTY-FIVE PERCENT (75%) OR MORE OF THE LAND OWNERS VOTE FOR ANY AMENDMENT.

SECTION 3 – ENFORCEMENT: THE LOT OWNER(S), OR IMPROVEMENT AND SERVICE 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.

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 OTHER LOT OWNERS OR IMPROVEMENT AND SERVICE DISTRICT OR ITS EQUIVALENT SHALL BE PAID BY THE LOT OWNER AGAINST WHOM THE COVENANTS HAVE BEEN SUCCESSFULLY ENFORCED.

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IRON CROSS
HOMEOWNERS ASSOCIATION
q3 to Iron Cross Subdivision

Section 1 - Creation of the Lien and Personal Obligation of Assessment:

The Declarant, for each lot owned with the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to become a member of the Iron Cross Homeowner's Association with one vote per lot and agrees to pay to the Iron Cross Homeowner's Association:

- a. Monthly, or more frequent if necessary for operating reasons, assessments or charges,
- b. Special assessment for road repairs.

Section 2 - Purpose of Assessment:

The assessments levied by the Association shall be used exclusively for road repairs.

Section 3 - Assessments:

The assessments for the Iron Cross Homeowner's Association will be \$10.00 per month per lot. Declarant does not pay monthly of special assessments on a per lot basis.

Section 4 - Notice and Quorum for Any Action Authorized under Section 3:

Regular meetings of the Iron Cross Homeowner's Association will be held semi-annually with written notice sent to all members not less than fifteen (15) days nor more than forty five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentages to be made up of people attending in person and those voting by proxy.

Section 5 - Road Repairs:

All repairs to the common road through Iron Cross 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, then at the option of the remaining lot owners, homeowners, or landowner's association, a lien against the non-paying owner(s), may attach in favor of the paying lot owners, to the lot(s) of the non-paying owner(s), as of the time the majority of the lot owners cause to be recorded in the office of the County Clerk of Campbell 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.
- 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.

GENERAL PROVISIONS

Section 1 - Types of homes permitted on the Lots:

The types of homes that will be permitted to be constructed on the lots are stick built homes, modular homes on a permanent foundation or pre-manufactured homes on a permanent foundation. No single wide homes will be allowed to be placed on the lots. There may be only one permanent dwelling constructed per lot.

Section 2 - 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 3 - Amendment of Covenants:

These covenants may be amended by a vote of the lot owners where seventy five percent (75%) or more of the land owners vote for any amendment.

Section 4 - 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. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, machinery, vehicles 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 5 - Water Drainage:

Each 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 6 - Utility Access:

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

Section 7 - Livestock/Animals:

Livestock may be kept on the property. No commercial enterprise involving livestock shall be permitted. All livestock, poultry and other animals 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. Dogs must be restrained to the owners property. Dogs at large will NOT be permitted, nor will barking dogs.

Section 8- Offensive Activity:

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

Section 9 - Aesthetic Maintenance:

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

Section 10 - Telephone, Electrical and Utility Wires:

All telephone, electrical and other utility wires and/or cables must be placed under ground from the main trunk lines to each residence.

Section 11 - Enforcement:

The lot owner(s), or homeowners association, or its equivalent shall have the right to enforce, by any proceeding of 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 waive of the owner(s) from enforcing any subsequent covenant violation.

Section 12 - Attorney Fees:

Any expense reasonably incurred in collection and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other lot owner(s) or homeowners association, or its equivalent shall be paid by the lot owner agains whom the covenants have been successfully enforced.

Section 13 - Severability:

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

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 28 day of Sept, 2006.

DECLARANT

John A. Collins
JOHN A. COLLINS

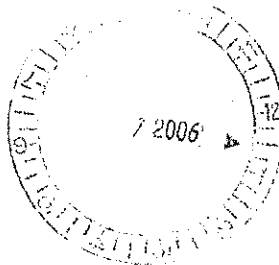
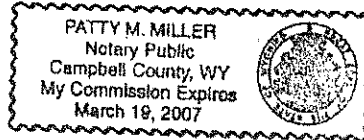
STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by JOHN A. COLLINS this 27 day of Sept., 2006.

Witness my hand and official seal.

Patty M. Miller
Notary Public

My Commission Expires: 3/19/2007



STATE OF WYOMING)
Campbell County) ss.
Filed for record this 27th day of September, A.D., 2006 at 12:30 o'clock P. M. and recorded in Book 2193
of Photos on page 264-267 Fees \$ 17.00 67798771
Quentin Saunders By Patty M. Miller
County Clerk and Ex-Officio Register of Deeds Deputy