

STATE OF WYOMING     )  
                                   )  
 COUNTY OF CAMPBELL )

FRANK CINA AND SUSAN A. CINA

TO THE PUBLIC

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
BIG SKY ESTATES, SECOND FILING HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by FRANK CINA AND SUSAN A. CINA, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Campbell 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 Campbell County in connection with the Subdivision designated by Campbell County as "Big Sky Estates, Second Filing" situated in Campbell County, Wyoming.

AND WHEREAS, in order to establish a general plan for the improvements and development of the Properties, Declarant desired restrictions, upon and subject to which all of the Properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth:

NOW THEREFORE, DECLARANT hereby declares that all of the properties 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, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each owner hereof, and which are intended not to be merely personal.



ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to BIG SKY ESTATES, SECOND FILING HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

Section 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4: "Lot" shall means and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the streets therein.

Section 5: "Declarant" shall mean and refer to FRANK CINA AND SUSAN A. CINA, their successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the DECLARANT for the purpose of development.

Section 6: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7: "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner other than the DECLARANT, or has been occupied.

Section 8: "Class B Lots" shall mean and refer to any lot that has not been conveyed from DECLARANT of development.

Section 9: The term "Covenants" used herein, shall mean and refer collectively to the covenants, conditions, restriction, reservations, easements, liens and charges imposed by or expressed in the DECLARATION.

Section 10: The term "Board of Directors" or "Board" used herein, shall mean and refer to the duly elected Board of Directors of the Association.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

The covenants, conditions, and restrictions set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots for the benefit of all Owners and lots therein. These covenants, restrictions, and conditions are imposed upon DECLARANT and upon the Owners of all lots. Said covenants,



conditions and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1: OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the streets within said properties, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions;

(a) the right of the Association to assess and charge a reasonable maintenance, operation and usage fee for the street until such time as Campbell County assumes responsibility for the maintenance of the streets located in the subdivision and to impose such charge and assessment as a lien against any property for which such charge of lien has not been paid in accordance with these DECLARATIONS, By-laws and Articles of Incorporation;

(b) the right of the Association to suspend the voting rights by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association, through its Board of Directors to adopt and publish rules and regulations and usage fees with respect to said facilities.

Section 2: DELEGATION OF USE: Any owner may delegate, in accordance with the By-laws, his right of enjoyment and use in said facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE IV

#### USE OF RESIDENTIAL LOTS

Section 1: The use of said lands shall be restricted to single one-family dwelling, private residential use and a private garage appurtenant thereto. No structure shall exceed two stories in height except as may be specifically authorized in advance, in writing, by the Architectural Control Committee.

#### BUILDING LOCATIONS:

(A) No building shall be located on a lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by Campbell County Zoning Regulations.

(B) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

Section 2: PETS AND OTHER ANIMALS: Commercial animal husbandry, i.e., kennels, stables, feed lots, etc., shall not be practiced in any form.

Household pets must be maintained so as not to be nuisance to other land owners.



Any livestock kept on the premises must be kept in a humane fashion: with proper shelter and confined in a fenced area to the individual owners' property. .

Section 3: SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during the construction and sales period. A sign shall be prominently posted at the respective approach to each residence which states the assigned street address.

Section 4: OTHER STRUCTURES: No structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently, except that during the period of construction of a permanent residence on the premises that there may be erection of a temporary facility. Such facilities shall be limited to a single period of twelve months beginning with the first day of on-site location, ending with final removal and cleanup of all such temporary facilities.

Provided however one (1) barn and storage building may be erected on each lot if, (a) said barn will be used to shelter livestock as contained in Section 2, Article IV, USE OF RESIDENTIAL LOTS of these covenants. (b) said barn and storage building conforms to other surrounding construction in size, structure and maintenance. The Architectural Control committee shall be consulted on matters of this nature prior to construction.

Section 5: DRILLING: Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall exclude trash, refuse, junk, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition.

Provided however each lot owner may drill or cause to have drilled one (1) well for the purpose of supplying water to his property and the improvements thereon. Maintenance and upkeep on said well shall be the sole responsibility of the land owner upon whose property well has been drilled. Adjoining land owners wishing to cooperate on a common water well shall do so at private treaty.

Furthermore, pertinent information on individual water well systems or surface water supply systems shall be reviewed and approved by the Wyoming State Engineer's Office and Wyoming Department of Environmental Quality.

Section 6: TRASH COLLECTION: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. All incinerators and other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than twice each month.



Section 7: OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be nuisance to adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property. No retail, wholesale, manufacturing, repair business, or home occupations of any kind shall be permitted on any building site or in any single-family dwelling or appurtenant structure thereto unless written permission is given by the developers. Any activity must be contained and screened from view.

Section 8: CONSTRUCTION: Architectural Restrictions: Uniform quality of workmanship and materials, harmony of external design with existing structure, and location with respect to topography and finish grade elevations shall be afforded.

Dwelling Quality and Size: No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of porch and garage shall be less than 1,000 square feet of finished living area and all structures shall be constructed with a continuous brick, masonry, concrete or comparable building material in the foundation. All buildings shall meet the HUD requirements.

Fencing: Fences shall be constructed so as to comply with the State of Wyoming regarding fences. Adjoining property owners who wish to cooperate on common fences shall do so through private treaty.

Section 9: COVENANTS: 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

Section 10: ENFORCEMENT: 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 recover damages. Invalidation of any one of these covenants by judgement or other order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

Section 11: PARKING OF NON-OPERATIVE VEHICLES AND FACILITIES: Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of any residence and the street for a period of more than seventy-two (72) hours at any one time or as a repeated matter of practice. Auto wrecking yards, salvage yards, or storage of unused cars shall not be permitted.

Section 12: ZONING: Big Sky Estates Second Filing is zoned Residential Suburban District.



Section 13: SEWAGE DISPOSAL: Each lot owner shall be required to install a sewage disposal system of sufficient quality and size to adequately serve the improvements on that owner's property. Each lot owner will be required to have a private sewage system and have said system installed prior to occupying said Lot. All septic systems are to be at least fifty (50) feet from adjoining properties. All systems shall be of such type and construction so as to prevent all dissemination of wastes above the ground and prevent the emanation of odor. Septic permits are required for individual septic systems and permit applications are available at the County Engineer's Office.

Section 14: LOT SIZE: Resubdivision shall be in conformance with the Campbell County Subdivision Regulations. Certain improvements may be required within the subdivision prior to any resubdivision being approved by the County.

#### ARTICLE V

##### MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When two or more persons are stockholders in a corporation holding an interest in any Lot, one, and only one, shall be member for voting purposes.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The DECLARANT, for each lot owned within 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 agree to pay to the Association: (1) annual, or more frequent if necessary for operating reasons, assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the maintenance, reservation and operation of the streets.



Section 3: MAXIMUM ANNUAL ASSESSMENT: So long as the monthly assessment covers the annual maintenance cost the annual fee collected will only be One Hundred Twenty Dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased year by year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by a vote of two-third (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the said streets, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-third (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half (½) of the required quorum at the meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATES: The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot by DECLARANT. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association or its assigns shall collect each month from the owner of each Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.



Section 7: EFFECT OF NONPAYMENT OF ASSESSMENT -  
REMEDIES OF THE ASSOCIATION:

(a) Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent, With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association but not to exceed \$10.00 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

(b) Creation of Lien: The amount of all delinquent regular and special assessment plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed, which shall attach to the Lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

1. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration:
2. The name of the Owner of record or reputed Owner of the Lot:
3. The description of the Lot against which the lien has been assessed.

The Notice shall be signed by two officers of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the Lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be insituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure: provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Owner or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase. Upon payment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.



(c) Curing of Default: Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting Owner, of a fee to be determined by the Association, but no to exceed Fifteen Dollars (\$15.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

(d) Cumulative Remedies: The assessment lien and rights to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgement for unpaid assessments, as above provided.

(e) Mortgage Protection Clause: No breach of the covenants, conditions or restriction herein contained, not any lien created hereby, shall defeat or render invalid the lien of any Mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the Owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

Section 8: SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or an proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from the lien thereof.

Section 9: INSURANCE ASSESSMENTS: In the event that the Board of Directors or its duly authorized agent(s) deem it necessary to carry public liability insurance, they shall have the authority to obtain same. Premiums for said insurance shall be common expenses.

ARTICLE VII

CAMPBELL COUNTY COMMISSIONERS

Pursuant to the Subdivision Regulations of Campbell County, Wyoming, in the event the Association shall fail to maintain the streets in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners may serve written notice upon such organization or upon residents involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty days (30) thereof, which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and



public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the Association therefore responsible for the maintenance of the streets, call a public hearing upon notice to such Association and to the residents involved, to be held by the Board of County Commissioners, at which hearing such Association and/or the residents shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said streets in a reasonable condition, the county shall cease to maintain said streets at the end of said year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the facility involved and any unpaid assessments shall become a tax lien in the office of the County Clerk upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

The Association may not be dissolved without the prior permission of the Board of County Commissioners.

The Homeowners Association shall notify the County Engineer in writing of the names of the Association's officers and at each time new officers are elected.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1: ENFORCEMENT: The Association of 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 hereinafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

Section 2: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3: AMENDMENT: The Covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) percent of the Lot Owners. Any amendment must be recorded.



