

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

STONE GATE ESTATES  
DON G. CALE  
CRAIG G. MADER AND DEBORAH A. MADER

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF STONE GATE ESTATES, PHASE II

THIS DECLARATION made on the date hereinafter set forth by DON G. CALE, as Power of Attorney, for the OLUF P. GREGERSEN, JR. LIVING TRUST and DON G. CALE, as Trustee, for the JANICE C. GREGERSEN TRUST and CRAIG G. MADER and DEBORAH A. MADER, husband and wife, herein referred to as "DECLARANTS".

WITNESSETH:

WHEREAS, DECLARANTS are the owners of certain property in Campbell County, State of Wyoming, more particularly described as follows:

- Township 49 North, Range 73 West, Sixth P.M.
- Section 1  
SW1/4SW1/4
- Section 2  
SE1/4SE1/4
- Section 11  
E1/2NE1/4, NE1/4SE1/4
- Section 12  
W1/2NW1/4, NW1/4SW1/4

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 for 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 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 thereof, and which are intended not to be merely personal.

ARTICLE III  
USE OF RESIDENTIAL LOTS

Section 1 - USE:

Each lot within the properties shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations for Campbell County, Wyoming, in effect on the date that said construction, improvements, use or occupation begins.

Section 2 - CONSTRUCTION:

All home construction shall be stick built and be placed on a permanent foundation. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet. No modular homes, mobile homes or trailer houses will be allowed on the property. All construction, including utilities, shall meet the building codes for Campbell County, on the date of commencement of the said construction.

Section 3 - BUILDING PLANS AND APPROVAL:

Each lot owner in Stone Gate Estates Phase II shall have one vote in approving or disapproving proposed construction and location plans. A lot owner may designate a representative lot owner to act for him in matters of approving building, construction and location plans. Neither the land owners, nor any representative thereof, shall be entitled to any compensation of any kind for service performed pursuant to this covenant.

No building shall be erected, placed or altered on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved by a majority of the lot owners. In the event the lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent or their designated representative fail to approve or disapprove within thirty (30) days after plans, specifications and plot plans have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area.

Section 11 - UTILITY ACCESS:

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

Section 12 - MINIMUM ACREAGE:

Each lot shall contain a minimum of 20 acres of land, and shall not be further subdivided.

Section 13 - LIVESTOCK

Livestock may be kept on the property, No commercial enterprise involving livestock shall be permitted. All livestock, poultry, and other animals must be adequately fence or contained in a sanitary and clean environment. No owner shall overgraze 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 14 - 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 15 - 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 the remaining lot owners, homeowners, or landowner's association, or improvement and service district or its equivalent within thirty (30) days.

Section 16 - TELEPHONE, ELECTRICAL, AND UTILITY WIRES

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

Section 17 - IRRIGATION

Irrigation of lawns, gardens and the like shall be limited to a maximum of 12,000 square feet per lot.

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 owner(s), homeowner(s), or land owners association, or Improvement and Service District or its equivalent shall be paid by the lot owner against whom the covenants have been successfully enforced.

Section 5 - SEVERABILITY:

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

IN WITNESS WHEREOF, the undersigned, being the DECLARANTS herein, has hereunto set its hand and seal the 10<sup>th</sup> day of JUNE, 1993.

Power of Attorney of the OLUF P. GREGERSEN, JR. LIVING TRUST:

Don G. Cale  
Don G. Cale

Trustee for the JANICE C. GREGERSEN TRUST:

Don G. Cale  
Don G. Cale

OWNERS:

Craig G. Mader  
Craig G. Mader

Deborah A. Mader  
Deborah A. Mader

730402

**STONE GATE ESTATES  
PHASE II**

THE PUBLIC:

**NOTICE OF AMENDMENT**

**TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF STONE GATE ESTATES, PHASE II,  
CAMPBELL COUNTY, WYOMING**

THIS DECLARATION OF NOTICE, made on the date hereinafter set forth is provided by Rex R. Overholt, in his capacity as President and Director of the Stone Gate Estates Service and Improvement District, for the purpose of providing NOTICE to the public that the land owners of Stone Gate Estates, Phase II have amended the original *Declaration of Covenants, Conditions and Restrictions of Stone Gate Estates, Phase II*, Filed for Record on the 24th day of August 1993, recorded in Book 1254 of Photos, Pages 470-477, by the County Clerk and Ex-officio Register of Deeds of the County of Campbell, State of Wyoming, in accordance with *Article V, General Provisions, Section 2, Amendment of Covenants*, and covering:

- Stone Gate Estates Phase II, Lot 16
- Stone Gate Estates Phase II, Lot 17
- Stone Gate Estates Phase II, Lot 18
- Stone Gate Estates Phase II, Lot 19
- Stone Gate Estates Phase II, Lot 20
- Stone Gate Estates Phase II, Lot 21
- Stone Gate Estates Phase II, Lot 22
- Stone Gate Estates Phase II, Lot 23
- Stone Gate Estates Phase II, Lot 24
- Stone Gate Estates Phase II, Lot 25
- Stone Gate Estates Phase II, Lot 26
- Stone Gate Estates Phase II, Lot 27
- Stone Gate Estates Phase II, Lot 28
- Stone Gate Estates Phase II, Lot 29
- Stone Gate Estates Phase II, Lot 30
- Stone Gate Estates Phase II, Lot 31

situated within the County of Campbell, State of Wyoming.

NOTICE is hereby provided to the public that greater than seventy-five percent (75%) of the owners voted, by written Ballot, in favor of the proposed amended covenant.

NOW, THEREFORE, the COVENANTS, CONDITIONS AND RESTRICTIONS OF STONE GATE ESTATES PHASE II, CAMPBELL COUNTY, WYOMING have been duly amended as follows:

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
STONE GATE ESTATES PHASE II,  
CAMPBELL COUNTY, WYOMING**

WHEREAS, the surface estate in Stone Gate Estates Phase II is owned separate from the underlying mineral estate; and

WHEREAS, the surface estate in Stone Gate Estates Phase II has been subdivided into multiple lots with different owners; and

WHEREAS, the mineral estate has been leased or may be leased for mineral development purposes; and

WHEREAS, it is beneficial to the lot owners and homeowners in Stone Gate Estates Phase II to unite their surface damage rights in order to manage any mineral exploration or development and to protect property values, aesthetics, and quality of life in the subdivision; and

WHEREAS, the *Declaration of Covenants, Conditions and Restrictions of Stone Gate Estates, Phase II*, Campbell County, Wyoming, recorded August 24, 1993, and recorded at Book 4770 of Photos, Page 470, provide for amendment of said covenants upon consent of seventy-five percent (75%) of the Stone Gate Estates Phase II lot owners; and

WHEREAS, the undersigned owners of lots within the Stone Gate Estates Phase II wish to amend said covenants to provide uniform control of surface access for mineral exploration or development; and

WHEREAS, the landowners agree that mineral exploration or development on any tract of land within the Subdivision will materially, adversely affect the value of the surface lands in the entire Subdivision.

NOW THEREFORE, in consideration of the above recitals, the terms and covenants of this amendment, and other valuable consideration, the receipt of which is acknowledged, the record owners of lots in the Stone Gate Estates Phase II Subdivision amend the Covenants by adding the following language:

#### ARTICLE V. GENERAL PROVISIONS

Section 6. Mineral Exploration, Development or Production. Each lot owner in Stone Gate Estates Phase II hereby assigns, grants, and conveys his right to negotiate and collect surface damages for mineral exploration, development, and production to the Stone Gate Estates Service and Improvement District (the "District") subject to the following:

- A. The District shall receive all proposals for surface access or damage agreements from Operator(s) seeking surface access for mineral exploration, development, or production on Stone Gate Estates Phases I, II, III, IV, and V (the "Subdivision") properties. Any such proposal shall set forth all damages attributed to the entire Subdivision; and the proposed terms and conditions for the right of access to the surface lands; and such proposal shall set forth the amount of damages to the nature and extent of access to be attributed to each individual lot owner.
- B. The District shall circulate the proposal(s) among the lot owners within the Subdivision within five (5) business days of receipt and may also negotiate to receive clarifications or additional proposals.
- C. The District shall approve, on behalf of all lot owners, only those surface damage agreements which are unanimously approved in writing by all of the lot owners in the Subdivision.
- D. Upon the unanimous approval of the lot owners within the Subdivision, the District shall direct the Operator or other person making the approved proposal to pay the damages as provided under the proposal to the individual lot owners.

- E. If unanimous approval of the lot owners is not obtained, the District shall make no agreement for surface access or damages.
- F. In the event the lot owners of the Subdivision cannot reach unanimous approval of a given proposal, no individual lot owner may agree to grant surface access or receive surface damages, provided, however, that if an Operator posts a bond for entry in accordance with Wyoming law, the District may in its usual course of business decide to pursue the claims on behalf of the lot owners collectively. If the District declines or fails to pursue the rights of the lot owners collectively, the individual lot owners may pursue their individual claims for damages at their own expense after an assignment of that right is granted to them from the District. Such an assignment shall not be unreasonably withheld. Neither the District nor any lot owner acting in an individual capacity shall be required to make or pursue any claim for damages.

IN WITNESS WHEREOF, the undersigned, being the President and a Director of Stone Gate Estates Service and Improvement District, has hereunto set his hand and seal to this PUBLIC NOTICE the 8th day of April 1998.

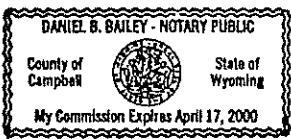
STONE GATE ESTATES SERVICE  
AND IMPROVEMENT DISTRICT

By: *Rex R. Overholt*  
Rex R. Overholt, President and Director

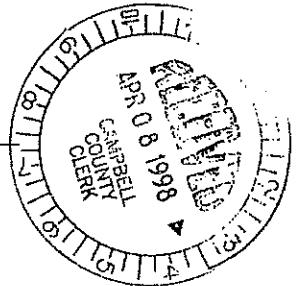
COUNTY OF CAMPBELL )  
STATE OF WYOMING ) ss.  
COUNTY OF CAMPBELL )

The above and foregoing Notice of Amendment to the Declaration of Covenants, Conditions and Restrictions of Stone Gate Estates, Phase II, Campbell County, Wyoming was acknowledged before me by Rex R. Overholt this 8th day of April 1998.

Witness my hand and official seal.



*Daniel B. Bailey*  
Notary Public



My commission expires: 4/17/2000

*I Notary in Public, spd*

WYOMING }  
Campbell County } ss.

Recorded this 8th day of April, A.D., 1998 at 4:00 o'clock P.M. and recorded in Book 1473  
Photos on page 596-598 Fees \$ 10.00 **730402**  
By *Doreen M. Sprague*  
Deputy  
*Ken Quanders*  
and Ex-Officio Register of Deeds  
RECORDED  
ABSTRACTED  
INDEXED  
CHECKED