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Remington Estates Phase II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,

DUPLEX ZERO LOT LINE SINGLE FAMILY DWELLINGS

Phase Two

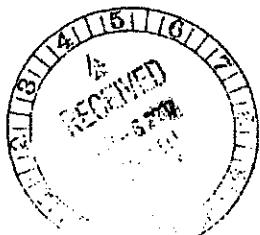
THIS DECLARATION is made by Remington Estates LLC having an interest in the following described property (Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of the certain property in the City of Gillette, State of Wyoming, which is more particularly described as;

Lots 2-23 of Block 1, Lots 1-6 of Block 2, Lots 1-8 of Block 5, and Lots 34-41 of Block 5, Of Remington Estates, Phases 2 City of Gillette, Wyoming a subdivision described as the E 1/2 NE 1/4 section 9 T49N, R72W of the sixth PM Campbell County Wyoming.

NOW THEREFORE, Declarant declares that all of the Properties 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 Properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.



ARTICLE I

DEFINITIONS

Section 1. "Owner" means the recorded owner, whether one or more persons or entities, 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 an obligation.

Section 2. "Properties" means that certain real property described on Page 1.

Section 3. "Lots" means any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Declarant" means Remington Estates LLC, 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 5. "Architectural Committee" means the committee that will be set up by the Declarant and will control the development of the subdivision and the enforcements of the covenants.

Section 6. "Front Yard" means the area from the street to the house. In the case of corner lots it would mean the area from both street frontages to the house.

ARTICLE II

EXTERIOR MAINTENANCE

Each individual Owner shall be obligated to provide exterior maintenance of his own Lot to include but not limited to painting, mowing and trimming the entire area of the Lot, not allowing trash or garbage of any kind to accumulate. If an Owner of any Lot on the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Committee, the committee by a vote of at least two-thirds, shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this article to enter upon the parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become a debt of the Owner of the Lot.

ARTICLE III

USE RESTRICTIONS

Section 1. *Enjoyment of Property.* The Owner shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties.

Section 2. *In Derogation of Law.* No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Wyoming, City of Gillette, Campbell County or any other applicable governmental body.

Section 3. *Pets.* No animals may be kept except dogs and cats, and they shall be kept in an area which is adequately fenced, preferably by underground fence, which will keep the same within owners' area, and

the premises must be kept in a clean and sanitary condition so as to not be offensive to adjoining owners. Owner shall not operate any commercial enterprise involving pets, i.e., kennels or pet farms, etc.

Section 4. Commercial Activity. There shall be no commercial activity by the Owner or anyone else on the property.

Section 5. Temporary Structures. No structure of a temporary character, such as a trailer or shack or other outbuildings shall be used on any Lot at any time.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Wyoming.

Section 7. Livestock and Poultry. No animals or livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept according to the provisions of Section 3 hereof.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. Every Owner, occupant or tenant shall have weekly garbage and refuse removal as provided by the City of Gillette. The owner is responsible for making sure trash is kept from blowing on to surrounding properties during construction.

Section 9. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the Architectural Committee and the local health authority.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot.

Section 11. Water Supply. No individual water supply system shall be permitted on any Lot, unless prior approval for such system is obtained from the Architectural Committee and all such construction must be in accordance with the rules and regulations of the City of Gillette.

Section 12. Sewer Line Location. The Lot owner and building contractor are responsible for determining elevation of sewer line in the street before construction begins.

Section 13. Distance between Buildings and Setbacks. The setback from the front lot line to the foundation, side lots lines and rear lot line shall be as per city requirements.

Section 14. Automobile Repair and Maintenance. No more than two vehicles are to be parked outside on a continual basis. No recreational vehicles, boats, trailers, campers, or commercial trucks shall be parked in the front of the residence. There shall be no vehicles parked on the street at any time. There will be exceptions to this only for gatherings at any particular residence not to exceed over night. There shall be no major overhaul or repair work performed on automobiles or other vehicles outside. Any vehicles deemed to be in an inoperative condition in excess of three days and which the Architectural Committee deems undesirable for the area may be removed by action of the Architectural Committee.

Section 15. Signs. No signs of any kind nor for any uses, except public notice by a political division of the state, or as required by law, shall be erected, posted, painted or displayed on any building site or portion of this subdivision whatsoever, except any builder may erect a sign up to 4 feet by 8 feet to display all other signs from subcontractors. There will only be one sign allowed per Lot, and must be installed in a professional manner. The sign must be removed at the time that certificate of occupancy is issued. Any Owner wishing to sell or rent his home may place one sign not larger than 1200 square inches advertising the property for rent or sale.

Section 17. Size of Home. All housing units must be stick-built and have a minimum appraised value of \$175,000.00; they must have a minimum of 1400 square feet of finished living area. These homes will be Duplex Style homes with zero lot lines.

Section 18. Home Completion. All homes must have the exterior of the structure completed within 30 days from the date framing begins. This includes siding, roofing, windows, doors, etc. If it goes beyond the 120 days, the Architectural Committee may contract to have it completed and assess the property owner or builder for the cost.

Section 19. Re-Subdivision. No Lot may be subdivided or changed in any dimension from the final recorded plat without prior written approval of the Architectural Committee.

Section 20. Soil Analysis The purchaser of any lot in the subdivision shall be responsible for obtaining and reviewing soils reports relating to the subdivision and engaging a geotechnical engineer to evaluate the soil condition.

Section 21. Architectural Control Committee.

a. The Declarant shall be the Architectural Control Committee under this Declaration of Covenants until such time as 80% of the lots in this subdivision have been sold and conveyed by the Declarant or until Declarant resigns as the Architectural Control Committee, whichever date occurs first. At the time 80% of the lots in the subdivision have been sold and conveyed by the Declarant or on the date Declarant resigns as the Architectural Control Committee, whichever date occurs first, the owners of the lots in the subdivision (phase two and three) shall elect an Architectural Control Committee consisting of five members and shall then replace the Declarant as the Architectural Control Committee under the provisions of these covenants.

b. The Members of the elected committee must be owners of lots in the subdivision. The five nominees receiving the most votes shall serve as members of the committee. Each lot shall be entitled to one vote in the election for members of the committee. Joint owners of a lot shall have only one vote, and if a person owns more than one lot, he shall have one vote for each lot.

c. After Declarant is no longer the Architectural Control Committee, elections for the committee shall be held annually on the first day of March of each year at a meeting called for that purpose or on such other date as the committee may determine. At least twenty-four hours notice of the meeting shall be given by telephone or by mail to all lot owners by the committee. Upon the death or resignation of any member of the committee, the remaining members shall have authority to designate a successor who shall remain on the committee until the annual election.

d. Members of the committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the committee and who shall be responsible for all correspondence. Meetings

of the committee may be called at any time by the chairman as required to transact any business, and the committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The decisions of the committee shall be made by majority vote.

e. Within thirty days after receiving a written request for approval of plans as provided herein, the Architectural Control Committee shall either approve or disapprove the request in writing. In the event the Architectural Control Committee fails to approve or disapprove in such period of time, approval will not be required, and the related covenants shall be deemed to have been fully complied with. If the request for approval is rejected because of noncompliance with the covenants, the reasons therefore shall be stated. The person submitting the plan shall have a right to make application to the Architectural Control Committee for review of its decisions.

f. Upon written request, the Architectural Control Committee may, in its sole discretion, vary the limitations contained in the covenants when strict compliance with covenants would result in hardship on a lot owners, but only to the extent that the requested variance is consistent with the intent and purpose of the covenants which is to insure a subdivision that is aesthetically attractive and a highly desirable residential area. The Architectural Control Committee shall approve or disapprove the request for variance within thirty days of the receipt thereof. Failure of the Architectural Control Committee to approve or disapprove a request for a variance within thirty days shall not be deemed approval nor waive the requirement for approval.

g. To the maximum extent permitted by law, Declarant shall have no liability to any person for any act or omission by Declarant (including negligent acts or omissions) in acting as the Architectural Control Committee.

ARTICLE IV

PRESERVATION OF VIEW RIGHTS

The Architectural Committee shall have the responsibility of determining whether trees or other vegetation on the premises of any Lot unreasonably interferes with the view of other residences of this subdivision. In any case in which the Architectural Committee shall determine that there is such interference, it shall send a notice in writing to the Owner involved. The notice shall set forth the extent of which the tree or other vegetation shall be pruned or removed at the expense of the Owner. If within 30 days after receipt of such notice the Owner has not caused the trees or other vegetation to be pruned or removed to the extent required by the Architectural Committee, it may by vote of at least two-thirds, enforce by injunctive or other legal remedy the obligation of the Owner under this article. The Architectural Committee shall not be responsible for, nor shall incur any damages as the result of a decision or action involving the removal of such property.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, retaining wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. If the committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

a. No fence shall be built in the front yard, or side yard if facing a street anywhere in front yard set back. (Refer to Section 6 of Definitions on Page 2)

Section 2. The following provisions must also be adhered to:

a. Only colors that are approved by the Architectural Committee may be used. This will include roof, siding, trim, decks, etc. The color approval or disapproval will be at the sole discretion of the Architectural Committee. Exterior color schemes must be submitted at the time plans are reviewed by the Architectural Committee. This is to help keep Remington Estates exclusive and somewhat uniform.

B. Landscaping is of the utmost importance to the Architectural Committee. All landscape plans must be presented and approved by the Architectural Committee along with the construction plans for the home. Each front and side yard exposed to a public street must be sodded or hydro-seeded and landscaped with underground sprinkler system to the rear of the structure. This must be completed no later than 9 months after occupancy. All rear yards not exposed to a public street must, as a minimum, be seeded by broadcasting and maintained. These items are the responsibility of the building contractor that originally constructs the housing units and must be written in the building contract. The Declarant will not accept the passing of this responsibility to the home buyer.

c. There must be two (2) trees that are acclimated to the Gillette area, planted in the front yard of each dwelling unit that is constructed, no later than 9 months after occupancy. These trees must be a minimum of 6 feet in height and 2 inch in diameter. This will be the responsibility of the contractor and must not be passed on to the homeowner and must be written in the original building contract with the homeowner.

d. Exterior of home must be of Drivit, Brick, Stone, or a high quality siding material such as Hardiboard. Vinyl, metal, or any form of Masonite siding are not acceptable. A minimum of 30% of the front of the house must be covered with Stone, Brick, or Stucco material.

e. Roof pitch must be 6/12 or greater and roofing material must be a minimum of 30 year architectural shingles. Shingle sample must be supplied with plans for Architectural Committee approval.

ARTICLE VI

GENERAL PROVISION

Section 1. Enforcement. The Architectural Committee or any Owner shall have the right to enforce, by any proceeding or law or in equity, all restrictions, conditions, covenants, obligations and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Architectural Committee 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. All attorneys' fees shall be the responsibility of the violator of the covenants.

Section 2. 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.

Section 3. Amendment. The covenants herein set forth shall run with the land and bind the present Owner, its successor and assigns, and all parties claiming under it shall be taken to hold, agree and covenant with the Owner of said building sites, its successors and assigns, and with each of them, to conform to said restrictions, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their holding of any title to said land, and Declarant or the Owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Declarant and the Owner of any other lots or building sites hereby restricted to enforce any of the restrictions 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 attorneys' 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 invalid the lien on any mortgage (or deed of trust) made in good faith and for value.

These covenants may be amended by the Declarant at any time before the Declarant has sold eighty percent of the lots in the subdivision.

Book 2247 of Photos, Page 513

Once eighty percent of the original lots are sold and conveyed by Declarant, these covenants may be amended or altered upon the approval of eighty percent of the owners of lots in the subdivision. (phase one and two).

Dated this 19 day of March, 2007.

ATTEST: **Remington Estates, LLC.**

[Signature]
Thomas J Kremer Managing Member

[Signature]
Gary L Carter Managing Member

Acknowledgement

STATE OF WYOMING)
) SS
COUNTY OF)

The above and foregoing was acknowledged before me by Tom Kremer & Gary Carter Managing Member of Remington Estates, LLC, on this the 19th day of March, 2007.

Witness my hand and official seal.



[Signature]
Notary Public

Book 2247 of Photos, Page 514

My commission expires: 3/4/2009

Section 4. I, the undersigned, have fully read and understand all of the covenants set forth for Remington Estates Subdivision. I understand that I am legally bound by these covenants and agree to abide by them.

Land Owner

Contractor

Dated this _____ day of _____, 20_____.

REMINGTON ESTATES, LLC.

By: _____

STATE OF WYOMING }
 Campbell County } ss.
 Filed for record this 6th day of April A.D., 2007 at 8:10 o'clock AM, and recorded in Book 2247
 of Photos on page 503-514 Fees \$ 41.00 889798

 County Clerk and Ex-Officio Registrar of Deeds
 RECORDED
 ABSTRACTED
 INDEXED
 CHECKED
 By
 Deputy *Liane Hackett*

Book 2247 of Photos, Page 515

889799
STATE OF WYOMING)
)§
COUNTY OF CAMPBELL)

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
REMINGTON ESTATES
PHASE II**

THIS DECLARATION is made on the day hereinafter set forth by Lang Holdings, LLC, a Wyoming limited liability company, as the legal owner of the property situated in the City of Gillette, Campbell County, Wyoming, described herein.

**ARTICLE I
DEFINITIONS**

1. The "Declarant" shall mean Lang Holdings, LLC.
2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

- Lots 1 - 4 Block 12
- Lots 1 - 11 Block 11
- Lots 1 - 12 Block 10
- Lots 1 - 13 Block 9
- Lots 1 - 25 Block 8
- Lots 1, 19,
20 and 28 Block 7

specified lots located in "Remington Estates, Phase II" as recorded at Book 8 of Plats, Page 211, in the office of the Clerk and Recorder, Campbell County, Wyoming.

3. "Lot or Lots" shall mean any parcel or parcels of real estate contained within the Land.
4. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Lot which is part of the Land, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.



5. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions For Remington Estates, Phase II, contained in this document.

**ARTICLE II
PURPOSE**

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the Land, and any subdivisions thereof, to certain covenants, conditions, and restrictions.

NOW THEREFORE, the Declarant hereby declares all of the Land shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE III
EASEMENTS**

No Owner shall place any permanent structure, foundation, accessory building, or object over an easement or otherwise block an easement. The Declarant has the right to declare Owners to remove said permanent structure, foundation, accessory building, or object from an easement. Permanent includes, but is not limited to, a foundation, etc., attached to the land.

**ARTICLE IV
GENERAL RESTRICTIONS ON ALL LOTS**

1. Use. Each Lot shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations of the City of Gillette or Campbell County in effect on the date that said construction, improvement, use, or occupation begins. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences for residential purposes only.

2. Building Restrictions/Construction.

A. No more than one single-family residence shall be constructed on any Lot.

B. The single-family residence constructed on any Lot shall be constructed so that it will have a minimum appraised value of Two Hundred Thousand Dollars (\$200,000.00), (including the value of the Lot) upon completion. All home construction shall be stick built, on site. No modular, manufactured, or mobile homes, regardless of square footage, shall be allowed. The principal dwelling shall have a minimum fully enclosed

finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet above grade floors for two-story homes and 1,200 square feet on the main level for ranch or bi-level homes. No residence shall exceed two stories plus a walk-out basement in height. Each residence shall have attached a minimum of a two-car garage. In addition to the residence, each Lot may have a single storage shed of a permanent nature.

C. All construction, including utilities, shall meet the building codes for the City of Gillette and any other governing agency on the date of commencement of said construction.

D. All buildings and structures shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area, and shall have the approval of the Architectural Control Committee prior to commencement of construction (see subparagraph 3 herein).

E. All exterior colors shall be subdued and in of earth or light pastel range tones. No bright or garish colors shall be permitted.

F. All outbuildings, such as barns, stables, or sheds, shall be stick built, log, or pole barn construction. Outbuildings' exteriors shall be wood or colored metal that is aesthetically consistent with the residence on the Lot, and shall not be of tar paper, unpainted corrugated tin, or slab wood construction.

G. Pedestrian sidewalks will not be installed by Declarant and installation thereof will be the responsibility of the Owner.

H. At the time the plans and specifications for the single-family residences are submitted to the Architectural Control Committee (see subparagraph 3 herein), the party seeking approval shall submit to the committee a copy of a proposed sales price in a form acceptable to the Architectural Control Committee showing compliance with this minimum appraised value requirement.

3. Architectural Control Committee.

A. The Declarant, or whomever he delegates this responsibility to, shall be the Architectural Control Committee under this Declaration of Covenants until such time as all of the Lots in the subdivision have been sold and conveyed by the Declarant, or until Declarant resigns as the Architectural Control Committee, whichever date occurs first. At the time all of the Lots in the subdivision have been sold and conveyed by the Declarant, or on the date the Declarant resigns as the Architectural Control Committee, whichever date occurs first, the Owners of the Lots in the subdivision shall elect an Architectural Control Committee consisting of five (5) members at large and shall then replace the Declarant as the Architectural Control Committee under the provisions of these Covenants.

B. The members of the elected committee must be Owners of a Lot in the subdivision. The five (5) nominees receiving the most votes shall serve as members at large of the committee. Each Lot shall be entitled to one (1) vote in the election of members of the committee. Joint Owners of a Lot shall have only one (1) vote, and if an individual owns multiple Lots, he shall have one (1) vote for each Lot he owns.

C. After the Declarant is no longer the Architectural Control Committee, elections for the committee shall be held annually on the 1st day of February of each year at a meeting called for that purpose, or on such other date the committee may determine. At least twenty-four (72) hours notice of the meeting shall be given by telephone or mailed to all Lot Owners by the committee. Upon the death or resignation of any member of the committee, the remaining members shall have the authority to designate a successor who shall remain on the committee until the next election.

D. Members of the committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the committee, and who shall be responsible for all correspondence. Meetings of the committee may be called at any time by the chairman as required to transact any business, and the committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The decisions of the committee shall be made by a majority vote.

E. Within fourteen (14) days after receiving written request for approval of plans as provided herein, the Architectural Control Committee shall either approve or disapprove the request in writing. In the event the Architectural Control Committee fails to approve or disapprove in such period of time, approval will not be required and the related Covenants shall be deemed to have been fully complied with. If the request for approval is rejected because of non-compliance with the Covenants, the reasons therefor shall be stated. The person submitting the plans shall have a right to make application to the Architectural Control Committee for review of its decision.

F. Upon written request, the Architectural Control Committee may, in its sole discretion, vary the limitations contained in the Covenants when strict compliance with the Covenants could result in hardship on a Lot Owner, but only to the extent that the requested variance is consistent with the intent and purpose of the Covenants. The Architectural Control Committee shall approve or disapprove the request for variance within forty-five (45) days of the receipt thereof. Failure of the Architectural Control Committee to approve or disapprove a request for a variance within forty-five (45) days shall not be deemed approval nor waive the requirement.

G. To the maximum extent permitted by law, Declarant shall have no liability to any person for any act or omission by the Declarant (including negligent acts or omissions) in acting as the Architectural Control Committee.

**ARTICLE V
LANDSCAPE DEVELOPMENT**

1. Each front yard and side yard visible from a public street must be sodded or hydro-seeded and landscaped to the rear of the structure. All rear yards not visible from a public street shall, at a minimum, be seeded by broadcast seeding.
2. Three (3) trees which are acclimated to the Gillette climate must be planted on the front or side yard of each Lot.
3. All of the landscaping requirements must be met within eight (8) months after the occupancy of the dwelling on each Lot. The Lot Owner is responsible to insure that all landscaping is maintained. All Lots disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

**ARTICLE VI
VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. Un-licensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles may not be stored on the Land unless they are parked in approved outbuildings. Truck-tractors and/or semi-tractor trailers and/or commercial multi-axle vehicles, which are twenty-two (22) feet in length or greater are not permitted to park anywhere within the Land, excepting horse trailers owned by the Lot Owner.

**ARTICLE VII
SANITARY SYSTEMS**

1. No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the Architectural Control committee and the appropriate governmental agency.
2. The Owner of each Lot is responsible for determining the location and elevation of the sewer service and determining how the location and the elevation of the sewer service will affect the type and location of the single-family residence to be constructed on the Lot.

**ARTICLE VIII
PROHIBITION AGAINST NOXIOUS ACTIVITY ON LOTS**

1. No noxious activity shall be permitted on any Lot which is a nuisance to adjoining Lots or which could foreseeably become a nuisance to adjoining Lots.

2. During construction, all contractors and Owners shall be required to have adequate trash bins on the property. No trash shall be allowed to remain on the surface of the Lot. All trash shall be dumped into trash containers on a daily basis. No surplus concrete shall be allowed to be dumped on any Land located in Remington Estates. No materials or dirt from one Lot shall be placed on an adjoining Lot without the approval of the adjacent Lot Owner. All City of Gillette, Campbell County, and State of Wyoming nuisance ordinances shall apply to all Lots and shall be enforced.

**ARTICLE IX
AESTHETIC MAINTENANCE**

All Lots shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE X
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, garage or other building shall be used on any Lot at any time as a residence, either temporarily or permanently; however, during the active construction of the primary residence, a job or storage trailer and equipment may be on the Lot, as well as a temporary toilet, unless otherwise permitted by the Architectural Control Committee.

**ARTICLE XI
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest (other than by sale) in a Lot shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XII
TELEPHONE, ELECTRICAL AND UTILITY WIRES**

Electrical and utility wires shall extend from the trunk lines to the single-family residences via underground means only.

**ARTICLE XIII
SIGNS**

1. The Declarant may place a sign at each entrance to the Land advertising the name of Remington Estates Phase II.

2. No sign of any kind shall be displayed to public view on any Lot, except one sign of not more than six (6) square feet advertising the property for sale or rent.

3. A temporary sign during construction may be placed on the property indicating the contractor building the home, or a financial institution providing the financing for the construction of the property.

**ARTICLE XIV
OTHER PROHIBITED USES**

1. No part of a Lot shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, stores, shops, repair shops, storage or repair garages, restaurants, dance halls, pipe yards, commercial trucking, construction yards, or places of amusement.

2. No hunting shall be allowed on any Lot.

3. Use or discharge of firearms is governed by city ordinance.

**ARTICLE XV
MINING AND QUARRYING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil wells, tanks and tunnels, mining excavations or shafts be permitted upon or in any Lot. No derrick or any other structure designed for use in boring of oil or natural gas shall be erected, maintained or permitted upon any Lot. No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

**ARTICLE XVI
ANIMALS AND LIVESTOCK**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All City and County rules and regulations shall apply to the containment of pets within the Land.

**ARTICLE XVII
RUBBISH AND TRASH COLLECTION**

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All equipment for the storage or disposal of such materials shall be maintained in a clean and sanitary condition. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. These rules and regulations apply not only to the Owner of the Lot, but also to contractors and subcontractors of new construction.

Book 2247 of Photos, Page 522

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Lot Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

3. Amendments. These Covenants may be amended by a vote of seventy-five percent (75%) or more of the Lot Owners, calculated by percentage owned of the area, using the Land as one hundred percent (100%).

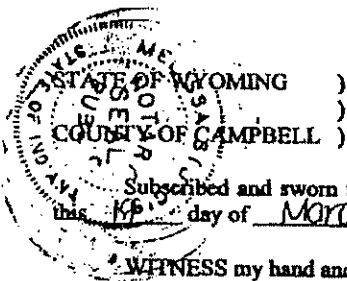
4. Enforcement. Any Lot Owner may institute proceedings at law or in equity to enforce any of the provisions of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations, and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 19 day of March, 2007.

LANG HOLDINGS, LLC



Tom Lang, Managing Member



Subscribed and sworn to before me by Tom Lang, Member of Lang Holdings, LLC, this 19 day of MARCH, 2007.

WITNESS my hand and official seal.

Book 2247 of Photos, Page 523

Melinda Sturgis
Notary Public

My commission expires:

Feb 6, 2013

STATE OF WYOMING } ss.
Campbell County

Filed for record this 6th day of April A.D., 2007 8:12 o'clock A.M. and recorded in Book 2247

of Photos on page 515-523 Fees \$ 32.00 889799

Debra Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Liane Skiffitt
Deputy

Book 2247 of Photos, Page 515

889799
STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
REMINGTON ESTATES
PHASE II**

THIS DECLARATION is made on the day hereinafter set forth by Lang Holdings, LLC, a Wyoming limited liability company, as the legal owner of the property situated in the City of Gillette, Campbell County, Wyoming, described herein.

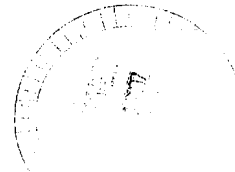
**ARTICLE I
DEFINITIONS**

- 1. The "Declarant" shall mean Lang Holdings, LLC.
- 2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

Lots 1 - 4	Block 12
Lots 1 - 11	Block 11
Lots 1 - 12	Block 10
Lots 1 - 13	Block 9
Lots 1 - 25	Block 8
Lots 1, 19, 20 and 28	Block 7

specified lots located in "Remington Estates, Phase II" as recorded at Book 8 of Plats, Page 211, in the office of the Clerk and Recorder, Campbell County, Wyoming.

- 3. "Lot or Lots" shall mean any parcel or parcels of real estate contained within the Land.
- 4. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Lot which is part of the Land, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.



Book 2247 of Photos, Page 516

5. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions For Remington Estates, Phase II, contained in this document.

ARTICLE II PURPOSE

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the Land, and any subdivisions thereof, to certain covenants, conditions, and restrictions.

NOW THEREFORE, the Declarant hereby declares all of the Land shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE III EASEMENTS

No Owner shall place any permanent structure, foundation, accessory building, or object over an easement or otherwise block an easement. The Declarant has the right to declare Owners to remove said permanent structure, foundation, accessory building, or object from an easement. Permanent includes, but is not limited to, a foundation, etc., attached to the land.

ARTICLE IV GENERAL RESTRICTIONS ON ALL LOTS

1. Use. Each Lot shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations of the City of Gillette or Campbell County in effect on the date that said construction, improvement, use, or occupation begins. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences for residential purposes only.

2. Building Restrictions/Construction.

A. No more than one single-family residence shall be constructed on any Lot.

B. The single-family residence constructed on any Lot shall be constructed so that it will have a minimum appraised value of Two Hundred Thousand Dollars (\$200,000.00), (including the value of the Lot) upon completion. All home construction shall be stick built, on site. No modular, manufactured, or mobile homes, regardless of square footage, shall be allowed. The principal dwelling shall have a minimum fully enclosed

Page 2 of 9

Remington Estates Phase II Covenants

Book 2247 of Photos, Page 517

finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet above grade floors for two-story homes and 1,200 square feet on the main level for ranch or bi-level homes. No residence shall exceed two stories plus a walk-out basement in height. Each residence shall have attached a minimum of a two-car garage. In addition to the residence, each Lot may have a single storage shed of a permanent nature.

C. All construction, including utilities, shall meet the building codes for the City of Gillette and any other governing agency on the date of commencement of said construction.

D. All buildings and structures shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area, and shall have the approval of the Architectural Control Committee prior to commencement of construction (see subparagraph 3 herein).

E. All exterior colors shall be subdued and in of earth or light pastel range tones. No bright or garish colors shall be permitted.

F. All outbuildings, such as barns, stables, or sheds, shall be stick built, log, or pole barn construction. Outbuildings' exteriors shall be wood or colored metal that is aesthetically consistent with the residence on the Lot, and shall not be of tar paper, unpainted corrugated tin, or slab wood construction.

G. Pedestrian sidewalks will not be installed by Declarant and installation thereof will be the responsibility of the Owner.

H. At the time the plans and specifications for the single-family residences are submitted to the Architectural Control Committee (see subparagraph 3 herein), the party seeking approval shall submit to the committee a copy of a proposed sales price in a form acceptable to the Architectural Control Committee showing compliance with this minimum appraised value requirement.

3. Architectural Control Committee.

A. The Declarant, or whomever he delegates this responsibility to, shall be the Architectural Control Committee under this Declaration of Covenants until such time as all of the Lots in the subdivision have been sold and conveyed by the Declarant, or until Declarant resigns as the Architectural Control Committee, whichever date occurs first. At the time all of the Lots in the subdivision have been sold and conveyed by the Declarant, or on the date the Declarant resigns as the Architectural Control Committee, whichever date occurs first, the Owners of the Lots in the subdivision shall elect an Architectural Control Committee consisting of five (5) members at large and shall then replace the Declarant as the Architectural Control Committee under the provisions of these Covenants.

Page 3 of 9

Remington Estates Phase II Covenants

Book 2247 of Photos, Page 518

B. The members of the elected committee must be Owners of a Lot in the subdivision. The five (5) nominees receiving the most votes shall serve as members at large of the committee. Each Lot shall be entitled to one (1) vote in the election of members of the committee. Joint Owners of a Lot shall have only one (1) vote, and if an individual owns multiple Lots, he shall have one (1) vote for each Lot he owns.

C. After the Declarant is no longer the Architectural Control Committee, elections for the committee shall be held annually on the 1st day of February of each year at a meeting called for that purpose, or on such other date the committee may determine. At least twenty-four (72) hours notice of the meeting shall be given by telephone or mailed to all Lot Owners by the committee. Upon the death or resignation of any member of the committee, the remaining members shall have the authority to designate a successor who shall remain on the committee until the next election.

D. Members of the committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the committee, and who shall be responsible for all correspondence. Meetings of the committee may be called at any time by the chairman as required to transact any business, and the committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The decisions of the committee shall be made by a majority vote.

E. Within fourteen (14) days after receiving written request for approval of plans as provided herein, the Architectural Control Committee shall either approve or disapprove the request in writing. In the event the Architectural Control Committee fails to approve or disapprove in such period of time, approval will not be required and the related Covenants shall be deemed to have been fully complied with. If the request for approval is rejected because of non-compliance with the Covenants, the reasons therefor shall be stated. The person submitting the plans shall have a right to make application to the Architectural Control Committee for review of its decision.

F. Upon written request, the Architectural Control Committee may, in its sole discretion, vary the limitations contained in the Covenants when strict compliance with the Covenants could result in hardship on a Lot Owner, but only to the extent that the requested variance is consistent with the intent and purpose of the Covenants. The Architectural Control Committee shall approve or disapprove the request for variance within forty-five (45) days of the receipt thereof. Failure of the Architectural Control Committee to approve or disapprove a request for a variance within forty-five (45) days shall not be deemed approval nor waive the requirement.

G. To the maximum extent permitted by law, Declarant shall have no liability to any person for any act or omission by the Declarant (including negligent acts or omissions) in acting as the Architectural Control Committee.

**ARTICLE V
LANDSCAPE DEVELOPMENT**

Page 4 of 9

Remington Estates Phase II Covenants

Book 2247 of Photos, Page 519

1. Each front yard and side yard visible from a public street must be sodded or hydro-seeded and landscaped to the rear of the structure. All rear yards not visible from a public street shall, at a minimum, be seeded by broadcast seeding.
2. Three (3) trees which are acclimated to the Gillette climate must be planted on the front or side yard of each Lot.
3. All of the landscaping requirements must be met within eight (8) months after the occupancy of the dwelling on each Lot. The Lot Owner is responsible to insure that all landscaping is maintained. All Lots disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

ARTICLE VI VEHICLES

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. Un-licensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles may not be stored on the Land unless they are parked in approved outbuildings. Truck-tractors and/or semi-tractor trailers and/or commercial multi-axle vehicles, which are twenty-two (22) feet in length or greater are not permitted to park anywhere within the Land, excepting horse trailers owned by the Lot Owner.

ARTICLE VII SANITARY SYSTEMS

1. No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the Architectural Control committee and the appropriate governmental agency.
2. The Owner of each Lot is responsible for determining the location and elevation of the sewer service and determining how the location and the elevation of the sewer service will affect the type and location of the single-family residence to be constructed on the Lot.

ARTICLE VIII PROHIBITION AGAINST NOXIOUS ACTIVITY ON LOTS

1. No noxious activity shall be permitted on any Lot which is a nuisance to adjoining Lots or which could foreseeably become a nuisance to adjoining Lots.

Page 5 of 9

Remington Estates Phase II Covenants

Book 2247 of Photos, Page 520

2. During construction, all contractors and Owners shall be required to have adequate trash bins on the property. No trash shall be allowed to remain on the surface of the Lot. All trash shall be dumped into trash containers on a daily basis. No surplus concrete shall be allowed to be dumped on any Land located in Remington Estates. No materials or dirt from one Lot shall be placed on an adjoining Lot without the approval of the adjacent Lot Owner. All City of Gillette, Campbell County, and State of Wyoming nuisance ordinances shall apply to all Lots and shall be enforced.

**ARTICLE IX
AESTHETIC MAINTENANCE**

All Lots shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE X
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, garage or other building shall be used on any Lot at any time as a residence, either temporarily or permanently; however, during the active construction of the primary residence, a job or storage trailer and equipment may be on the Lot, as well as a temporary toilet, unless otherwise permitted by the Architectural Control Committee.

**ARTICLE XI
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest (other than by sale) in a Lot shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XII
TELEPHONE, ELECTRICAL AND UTILITY WIRES**

Electrical and utility wires shall extend from the trunk lines to the single-family residences via underground means only.

**ARTICLE XIII
SIGNS**

1. The Declarant may place a sign at each entrance to the Land advertising the name of Remington Estates Phase II.

Page 6 of 9

Remington Estates Phase II Covenants

Book 2247 of Photos, Page 521

2. No sign of any kind shall be displayed to public view on any Lot, except one sign of not more than six (6) square feet advertising the property for sale or rent.
3. A temporary sign during construction may be placed on the property indicating the contractor building the home, or a financial institution providing the financing for the construction of the property.

ARTICLE XIV OTHER PROHIBITED USES

1. No part of a Lot shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, stores, shops, repair shops, storage or repair garages, restaurants, dance halls, pipe yards, commercial trucking, construction yards, or places of amusement.
2. No hunting shall be allowed on any Lot.
3. Use or discharge of firearms is governed by city ordinance.

ARTICLE XV MINING AND QUARRYING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil wells, tanks and tunnels, mining excavations or shafts be permitted upon or in any Lot. No derrick or any other structure designed for use in boring of oil or natural gas shall be erected, maintained or permitted upon any Lot. No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

ARTICLE XVI ANIMALS AND LIVESTOCK

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All City and County rules and regulations shall apply to the containment of pets within the Land.

ARTICLE XVII RUBBISH AND TRASH COLLECTION

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All equipment for the storage or disposal of such materials shall be maintained in a clean and sanitary condition. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. These rules and regulations apply not only to the Owner of the Lot, but also to contractors and subcontractors of new construction.

Page 7 of 9

Remington Estates Phase II Covenants

Book 2247 of Photos, Page 522

**ARTICLE XVIII
MISCELLANEOUS PROVISIONS**

1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Lot Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

3. Amendments. These Covenants may be amended by a vote of seventy-five percent (75%) or more of the Lot Owners, calculated by percentage owned of the area, using the Land as one hundred percent (100%).

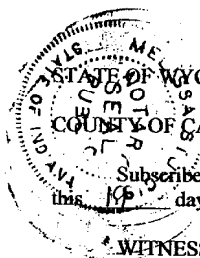
4. Enforcement. Any Lot Owner may institute proceedings at law or in equity to enforce any of the provisions of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations, and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 19 day of March, 2007.

LANG HOLDINGS, LLC



Tom Lang, Managing Member


)
 STATE OF WYOMING)
) ss.
 COUNTY OF CAMPBELL)
 Subscribed and sworn to before me by Tom Lang, Member of Lang Holdings, LLC,
 this 19 day of March, 2007.
 * WITNESS my hand and official seal.

Book 2247 of Photos, Page 523

Melma Stueger
Notary Public

My commission expires:

Feb 6, 2013

STATE OF WYOMING } ss.
Campbell County

Filed for record this 6th day of April A.D., 2007 8:12 o'clock A.M. and recorded in Book 2247
of Photos on page 515-523 Fees \$ 32.00 889799

Jesse Saunders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By *Marie Washett*
Deputy

911597

911597 Book 2363 of PHOTOS

Page 00847

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

TO THE PUBLIC:

**AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
REMINGTON ESTATES
PHASE II**

THIS DECLARATION is made on the day hereinafter set forth by Lang Holdings, LLC, a Wyoming limited liability company, and Dynamic Homes, LLC, a Wyoming limited liability company, as the legal owners of property situated in the City of Gillette, Campbell County, Wyoming, described herein.

Pursuant to Article XVIII, paragraph 3, Declarants are the owners of more than 75% of the Lots in Remington Estates Phase II, and by the authority granted in said Article, the Declaration of Covenants, Conditions and Restrictions for Remington Estates Phase II, dated March 19, 2007 and recorded at Book 2247 of Photos, page 515 in the office of the Clerk and Recorder, Campbell County, Wyoming, are amended as follows:

**ARTICLE I
DEFINITIONS**

1. The "Declarants" shall mean Lang Holdings, LLC and Dynamic Homes, LLC.
2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

Lots 1 - 4	Block 12
Lots 1 - 11	Block 11
Lots 1 - 12	Block 10
Lots 1 - 13	Block 9
Lots 1 - 25	Block 8
Lots 1, 19, 20 and 28	Block 7

specified lots located in "Remington Estates, Phase II" as recorded at Book 8 of Plats, Page 211, in the office of the Clerk and Recorder, Campbell County, Wyoming.

3. "Lot or Lots" shall mean any parcel or parcels of real estate contained within the Land.

4. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Lot which is part of the Land, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.

5. "Covenants" or "Declaration" shall mean the Amended Declaration of Covenants, Conditions and Restrictions For Remington Estates, Phase II, contained in this document.

ARTICLE II PURPOSE

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarants desire to subject the Land, and any subdivisions thereof, to certain covenants, conditions, and restrictions.

NOW THEREFORE, the Declarants hereby declares all of the Land shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE III EASEMENTS

No Owner shall place any permanent structure, foundation, accessory building, or object over an easement or otherwise block an easement. The Declarants have the right to declare Owners to remove said permanent structure, foundation, accessory building, or object from an easement. Permanent includes, but is not limited to, a foundation, etc., attached to the land.

ARTICLE IV GENERAL RESTRICTIONS ON ALL LOTS

1. Use. Each Lot shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations of the City of Gillette or Campbell County in effect on the date that said construction, improvement, use, or occupation begins. No business, commercial, industrial or manufacturing activity is permitted, whether or not conducted for profit. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease residences for residential purposes only.

2. Building Restrictions/Construction.

A. Lots may be used only for single-family, duplex style, or multiple-family residences with zero lot lines.

B. The residence constructed on any Lot shall be constructed so that it will

have a minimum appraised value of One Hundred Seventy Thousand Dollars (\$170,000.00), (including the value of the Lot) upon completion. All home construction shall be stick built, on site. No modular, manufactured, or mobile homes, regardless of square footage, shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet above grade for two-story homes and 1,200 square feet on the main level for ranch or bi-level homes. No residence shall exceed two stories plus a walk-out basement in height. Each single-family residence shall have attached a minimum of a two-car garage. Each duplex shall have attached a minimum of a one-car garage. In addition to the residence, each Lot may have a single storage shed of a permanent nature.

C. All construction, including utilities, shall meet the building codes for the City of Gillette and any other governing agency on the date of commencement of said construction.

D. All buildings and structures shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area, and shall have the approval of the Architectural Control Committee prior to commencement of construction (see subparagraph 3 herein).

E. All exterior colors shall be subdued and in of earth or light pastel range tones. No bright or garish colors shall be permitted.

F. All outbuildings, such as barns, stables, or sheds, shall be stick built, log, or pole barn construction. Outbuildings' exteriors shall be wood or colored metal that is aesthetically consistent with the residence on the Lot, and shall not be of tar paper, unpainted corrugated tin, or slab wood construction.

G. Pedestrian sidewalks will not be installed by Declarants and installation thereof will be the responsibility of the Owner.

H. At the time the plans and specifications for the residences are submitted to the Architectural Control Committee (see subparagraph 3 herein), the party seeking approval shall submit to the committee a copy of a preliminary cost estimate or proposed sales price in a form acceptable to the Architectural Control Committee showing compliance with this minimum appraised value requirement.

3. Architectural Control Committee.

A. The Declarants, or whomever they delegate this responsibility to, shall be the Architectural Control Committee under this Amended Declaration of Covenants until such time as all of the Lots in the subdivision have been sold and conveyed by the Declarants, or until Declarants resign as the Architectural Control Committee, whichever date occurs first. At the time all of the Lots in the subdivision have been sold and conveyed by the Declarants, or on the date the Declarants resign as the Architectural Control Committee, whichever date occurs first,

the Owners of the Lots in the subdivision shall elect an Architectural Control Committee consisting of five (5) members at large and shall then replace the Declarants as the Architectural Control Committee under the provisions of these Covenants.

B. The members of the elected committee must be Owners of a Lot in the subdivision. The five (5) nominees receiving the most votes shall serve as members at large of the committee. Each Lot shall be entitled to one (1) vote in the election of members of the committee. Joint Owners of a Lot shall have only one (1) vote, and if an individual owns multiple Lots, he shall have one (1) vote for each Lot he owns.

C. After the Declarants are no longer the Architectural Control Committee, elections for the committee shall be held annually on the 1st day of February of each year at a meeting called for that purpose, or on such other date the committee may determine. At least twenty-four (24) hours notice of the meeting shall be given by telephone or mailed to all Lot Owners by the committee. Upon the death or resignation of any member of the committee, the remaining members shall have the authority to designate a successor who shall remain on the committee until the next election.

D. Members of the committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the committee, and who shall be responsible for all correspondence. Meetings of the committee may be called at any time by the chairman as required to transact any business, and the committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The decisions of the committee shall be made by a majority vote.

E. Within fourteen (14) days after receiving written request for approval of plans as provided herein, the Architectural Control Committee shall either approve or disapprove the request in writing. In the event the Architectural Control Committee fails to approve or disapprove in such period of time, approval will not be required and the related Covenants shall be deemed to have been fully complied with. If the request for approval is rejected because of non-compliance with the Covenants, the reasons therefor shall be stated. The person submitting the plans shall have a right to make application to the Architectural Control Committee for review of its decision.

F. Upon written request, the Architectural Control Committee may, in its sole discretion, vary the limitations contained in the Covenants when strict compliance with the Covenants could result in hardship on a Lot Owner, but only to the extent that the requested variance is consistent with the intent and purpose of the Covenants. The Architectural Control Committee shall approve or disapprove the request for variance within forty-five (45) days of the receipt thereof. Failure of the Architectural Control Committee to approve or disapprove a request for a variance within forty-five (45) days shall not be deemed approval nor waive the requirement.

G. To the maximum extent permitted by law, Declarants shall have no liability to any person for any act or omission by the Declarants (including negligent acts or omissions)

in acting as the Architectural Control Committee.

**ARTICLE V
LANDSCAPE DEVELOPMENT**

1. Each front yard and side yard visible from a public street must be sodded or hydro-seeded and landscaped to the rear of the structure. All rear yards not visible from a public street shall, at a minimum, be seeded by broadcast seeding.
2. Three (3) trees which are acclimated to the Gillette climate must be planted on the front or side yard of each Lot.
3. All of the landscaping requirements must be met within eight (8) months after the occupancy of the dwelling on each Lot. The Lot Owner is responsible to insure that all landscaping is maintained. All Lots disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

**ARTICLE VI
VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. Un-licensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles may not be stored on the Land unless they are parked in approved outbuildings. Truck-tractors and/or semi-tractor trailers and/or commercial multi-axle vehicles, which are twenty-two (22) feet in length or greater are not permitted to park anywhere within the Land, excepting horse trailers owned by the Lot Owner.

**ARTICLE VII
SANITARY SYSTEMS**

1. No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the Architectural Control committee and the appropriate governmental agency.
2. The Owner of each Lot is responsible for determining the location and elevation of the sewer service and determining how the location and the elevation of the sewer service will affect the type and location of the single-family residence to be constructed on the Lot.

**ARTICLE VIII
PROHIBITION AGAINST NOXIOUS ACTIVITY ON LOTS**

1. No noxious activity shall be permitted on any Lot which is a nuisance to adjoining Lots or which could foreseeably become a nuisance to adjoining Lots.
2. During construction, all contractors and Owners shall be required to have

adequate trash bins on the property. No trash shall be allowed to remain on the surface of the Lot. All trash shall be dumped into trash containers on a daily basis. No surplus concrete shall be allowed to be dumped on any Land located in Remington Estates. No materials or dirt from one Lot shall be placed on an adjoining Lot without the approval of the adjacent Lot Owner. All City of Gillette, Campbell County, and State of Wyoming nuisance ordinances shall apply to all Lots and shall be enforced.

**ARTICLE IX
AESTHETIC MAINTENANCE**

All Lots shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE X
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, garage or other building shall be used on any Lot at any time as a residence, either temporarily or permanently; however, during the active construction of the primary residence, a job or storage trailer and equipment may be on the Lot, as well as a temporary toilet, unless otherwise permitted by the Architectural Control Committee.

**ARTICLE XI
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest (other than by sale) in a Lot shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XII
TELEPHONE, ELECTRICAL AND UTILITY WIRES**

Electrical and utility wires shall extend from the trunk lines to residences via underground means only.

**ARTICLE XIII
SIGNS**

1. The Declarants may place a sign at each entrance to the Land advertising the name of Remington Estates Phase II.
2. No sign of any kind shall be displayed to public view on any Lot, except one sign of not more than six (6) square feet advertising the property for sale or rent.
3. A temporary sign during construction may be placed on the property indicating

the contractor building the home, or a financial institution providing the financing for the construction of the property.

**ARTICLE XIV
OTHER PROHIBITED USES**

1. No part of a Lot shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, stores, shops, repair shops, storage or repair garages, restaurants, dance halls, pipe yards, commercial trucking, construction yards, or places of amusement.
2. No hunting shall be allowed on any Lot.
3. Use or discharge of firearms is governed by city ordinance.

**ARTICLE XV
MINING AND QUARRYING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil wells, tanks and tunnels, mining excavations or shafts be permitted upon or in any Lot. No derrick or any other structure designed for use in boring of oil or natural gas shall be erected, maintained or permitted upon any Lot. No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

**ARTICLE XVI
ANIMALS AND LIVESTOCK**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All City and County rules and regulations shall apply to the containment of pets within the Land.

**ARTICLE XVII
RUBBISH AND TRASH COLLECTION**

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All equipment for the storage or disposal of such materials shall be maintained in a clean and sanitary condition. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. These rules and regulations apply not only to the Owner of the Lot, but also to contractors and subcontractors of new construction.

**ARTICLE XVIII
MISCELLANEOUS PROVISIONS**

1. Severability. In the event a court of competent jurisdiction declares any portion

of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Lot Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

3. Amendments. These Covenants may be amended by a vote of seventy-five percent (75%) or more of the Lot Owners, calculated by percentage owned of the area, using the Land as one hundred percent (100%).

4. Enforcement. Any Lot Owner may institute proceedings at law or in equity to enforce any of the provisions of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations, and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 16th day of FEB, 2008.

LANG HOLDINGS, LLC

DYNAMIC HOMES, LLC

[Signature]
Tom Lang, Managing Member

[Signature]
Travis Tucker, Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Tom Lang, Managing Member of Lang Holdings, LLC, this 16 day of MAY, 2008.

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires: FEB 27, 2011

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

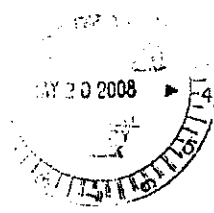
Subscribed and sworn to before me by Travis Tucker, Managing Member of Dynamic Homes, LLC this 16 day of MAY, 2008.

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires: FEB 27, 2011



911597 Recorded on 5/20/2008 at 4:30:00 Fee 32.00
Book 2363 of PHOTOS Pages 647 to 666
Evan F. Saunders, Campbell County Clerk by: P. SPARKLING

RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓