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HURLEY SUBDIVISION

A SUBDIVISION OF CAMPBELL COUNTY, WYOMING

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by Colton and Cassandra Hurley, a Wyoming limited liability company, hereinafter referred to as "Declarant" or "Developer":

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (hereinafter described as "Tracts, Development, Lots, Property, Properties", or like term) situate in Campbell County, Wyoming, which property is more particularly described on the plat map for HURLEY SUBDIVISION as the same that is filed for record with the County Clerk and Recorder of Campbell County, Wyoming, which plat map, and the information shown thereon, is incorporated herein by this reference and binding upon purchasers of Lots in this Development; and

WHEREAS, in order to establish a general plan for the improvement and development of the property or lots within the Development (hereinafter referred to as "lots, Development or property"), Declarant desires to subject the Lots to certain covenants, conditions and restrictions (hereinafter referred to as "DCCRs" or "covenants" or "Declaration"), to which all of the Lots shall be subject to, held, improved and conveyed, whether by contract or by notice and recording in the land records of Campbell County, Wyoming; and

WHEREAS, Declarant will convey the said Lots subject to, whether by contract or by notice or recordation in the land records, certain protective covenants, conditions and restrictions, liens and charges as set forth herein.

NOW, THEREFORE Declarant declares that all of the Lots described above shall be

NOW, THEREFORE Declarant declares that all of the Lots described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the Lots and be binding upon all parties having any right title and interest in the described Lots or any part, their heirs, successors and assigns, shall inure to the benefit of each Owner, and which are intended not to be merely personal.

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to HURLEY SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., or such other name as may be chosen, a nonprofit Wyoming corporation, its members, successors and assigns.
2. "Owner" shall mean and refer to the owner shown on the public records of Campbell County, Wyoming, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Development, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Lot" shall mean and refer to certain lots, Lots and real property within the Development as set forth herein, and such conditions or property as may be brought within the jurisdiction of the Association.
4. "Common Area" shall mean utility easements, roads and other property owned by the Association for the common use and enjoyment of the owners.
5. "Declarant" shall mean and refer to Colton and Cassandra Hurley, or its successors and assigns.
6. "Member" shall mean and refer to every person or entity who is an owner of a Lot as shown on the public records of Campbell County, Wyoming.
7. "Covenants, Declaration or DCCRs" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, fees, dues and charges imposed by or expressed in this DECLARATION.
8. "Board of Directors" or "Board" shall mean the DECLARANT until all Lots have sold. Thereafter, one owner of each Lot shall be a member of the "Board of Directors". Members of the Board of Directors shall not be entitled to any compensation of any kind, except reimbursement for verified actual expenses, for services performed pursuant to these DCCRs.

9. "Vote" shall mean the expressly manifested desire of the owner(s) of a Lot on any issue that comes before the Association in an election or vote. Each Lot shall be entitled to one vote, regardless of the number of owners for any one Lot, except the DECLARANT shall have ten (10) votes per Lot until all Lots are sold.
10. "Livestock" is defined to include only horses, milk cow, meat steer, sheep, llamas, chickens or goats.
11. "Pets" are defined to include normal domesticated pets.
12. "Developer" shall mean and refer to Declarant, or its successors and assigns.

ARTICLE II NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability, and attractiveness of the Lots and Common Area. These covenants, restrictions, and conditions are for the benefit of all Lots, and shall bind the Owners of all such Lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner(s) of each Lot, but also their/his/her/its successors and assigns. All such covenants, conditions, and restrictions are intended as and are declared to be covenants that run with the land and are perpetually binding in nature.

ARTICLE III HOMEOWNERS' ASSOCIATION FORMATION, MEMBERSHIP AND VOTING RIGHTS

At such a time as the Declarant has sold and conveyed three Lots in the development to purchase, the then Lot Owners shall form a homeowners' association by filing articles of incorporation with the office of the Wyoming Secretary of State. The homeowners' association shall be a non-profit corporation and shall be called the HURLEY SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., a nonprofit Wyoming corporation, or something similar thereto.

Every owner of a Lot shall be a member of the Association. Membership shall not be separated from ownership of any Lot. All owners shall be entitled to one vote for each Lot, except the DECLARANT who has ten (10) votes per Lot until all of the Lots are sold. 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 or similar entity hold an interest in any Lot, one, and only one, shall be a member for voting purposes. Where multiple owners own any Lot, or when two or more persons are stockholders in a trust, corporation or similar entity that owns any Lot, written notice shall be given to the Board of Directors as to who

has the authority to cast the single vote for the Lot.

ARTICLE IV
GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

- 4.01 Powers and Duties Generally. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board, for the benefit of the Owners, and the Property, shall provide, and shall pay for out of the maintenance fund(s), the following:
- (a) Maintenance and repairs which the Board is required to obtain or pay for pursuant to the terms of this Declaration, or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration. The Board shall have the following additional rights, powers, and duties:
 - (b) To maintain and repair all the streets, signs, and other common assets of the Development.
 - (c) To enforce the provisions of this Declaration and any rules made hereunder and to lien, enjoin and /or seek damages from any Owner for violation of such provisions of rules;
 - (d) To contract for all goods, services, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.
- 4.02 Exclusive Board Duties/Powers.
- (a) To provide for the maintenance, repair and improvement of the roads, common area, and a community water system, if desired;
 - (b) To enforce these DCCRs (these DCCRs shall not be enforced by the individual Lot Owners or members of the Association, such power is exclusively vested in the Board);
 - (c) To promote the health, safety and welfare of the residents, and to protect the correlative rights of the residents;
 - (d) To appoint, oversee and assist any committees;
 - (e) To adopt and publish rules and regulations governing the maintenance, preservation, operation and use of the dedicated roads, common areas and facilities within the Development;
 - (f) To exercise all powers, duties and authority vested in or delegated to it by these DCCRs and applicable law;
 - (g) To act as arbitrator for any disputes arising between Lot owners regarding the

- interpretation of these Covenants;
- (h) To maintain such checking or savings accounts as it deems necessary to fulfill its functions;
 - (i) To perform such other functions as are necessary and appropriate;
 - (j) To cause a complete record to be kept of all acts and affairs of the Board;
 - (k) To present an statement of financial affairs to the Lot owners not less frequently than annually;
 - (l) To issue, or to cause to be issued, upon demand by any Lot owner, a certificate setting forth whether or not any assessment has been paid;
 - (m) To cause the streets, roads and common areas to be maintained for the use and benefit of owners;
 - (n) Such other reasonable and necessary acts as may be consistent with the intents and purposes of these DCCRs and the general welfare of the Development.

ARTICLE V
PROPERTY RIGHTS

OWNER'S EASEMENT OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, 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, which fee or dues shall be equal as to all lots, and to impose such charge or assessment as a lien against any Lot for which such charge or lien has not been paid in accordance with these DCCRs, Bylaws and Articles of Incorporation, if any.
- b. The right of the Association to suspend the voting rights of an Owner of any Lot whose assessment against his Lot remains unpaid, or who has committed any material infraction of these DCCRs without remuneration.
- c. The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, or entity, but only with the permission of the agency, authority, or entity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such dedication or transfer shall be effective unless such dedication or transfer is approved by two-thirds (2/3) of the members.
- d. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purposes of improving and maintaining the common

property, and to mortgage said properties. The rights of such mortgages in such properties shall be subordinate to the rights of the homeowners.

- e. The right of the Association, through its Board of Directors, to adopt and publish rules and regulations and usage fees with respect to the Common Area, if any.
- f. No Lot owner(s) may sue to partition the common area. The common area is for the benefit of all Lot owners and not for a particular individual.

ARTICLE VI ASSESSMENTS

- 6.1 CREATION OF LIEN FOR ASSESSMENTS: Each owner of any Lot, by acceptance of a deed, 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 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 such assessment is made.
- 6.2 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, preservation, replacement and operation of the Common Area and Association costs.
- 6.3 MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum assessment for each Lot shall be \$200 per year. The DECLARANT shall be responsible for the remaining amount of yearly costs until eighty percent (80%) of the Lots are sold at which time all Lots not owned by DECLARANT will be assessed on an equal basis to pay the yearly costs. DECLARANT shall not pay annual or special assessments on a per Lot basis and will not pay on the yearly costs once eighty percent (80%) of the Lots are sold.
 - 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 each year not more than ten percent (10%) above the maximum assessment for the previous year by a vote of the majority of the Board of Directors.
 - 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 more than ten percent (10%) by a vote in person or by proxy of at least 75% of the Lots at a meeting duly called for this purpose.

- 6.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement and the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least 75% of the votes of the Lots in person or by proxy at a meeting duly called for this purpose.
- 6.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER 6.3 AND 6.4: Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3 and 6.4 shall be sent to all members not less than fifteen (15) days not more than forty-five (45) days in advance of the meeting. No action may be taken without a quorum. A quorum shall be fifty-one percent (51%) of the authorized voting Owner of the Lots (one for each Lot) attending in person or by proxy.
- 6.6 RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rates for all Lots not owned by DECLARANT and may be collected on a monthly basis.
- 6.7 DATE OF COMMENCEMENT OF ANNUAL AND SPECIAL ASSESSMENTS DUE DATES: The annual and special 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 and give written notice of the amount of the annual assessment, not to exceed the maximum established herein, against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates and collection methods 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 one-twelfth (1/12) of the annual assessment of such 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 assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment stated to have been paid.
- 6.8 NONPAYMENT OF ASSESSMENTS - 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 the sum to be determined by the Board of Directors, but not to exceed ten dollars and no/100 (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 assessments plus interest and any expenses reasonably incurred in collection 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:
- i. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration;
 - ii. The name of the owner of record or reputed owner of the Lot;
 - iii. A description of the Lot against which the lien has been assessed.

The notice shall be signed by two officers of the Board. 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 recording 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 instituted to foreclose the lien until the 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 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 Association may have by law or otherwise. The Association shall also have the right to bid on any such foreclosure sale and to hold, lease, mortgage, and convey such Lot upon its purchase. Upon repayment 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, 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 provided in this Article.

- c. Curing the Default: Upon timely curing of the default for which a notice of claims or lien was filed by the Association, the officers of the Association are authorized to file or record, as the case may be, an appropriate release of lien upon payment by the defaulting owner of an amount to cover the costs and attorney's fees of preparing and filing or recording such release, together with the payment of such other attorney's fees and costs to prepare and file the lien.
 - d. Cumulative Remedies: The assessment lien and the rights to judicial foreclosure shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have in these covenants and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.
 - e. Mortgage Protection Clause: No breach of the covenants, conditions, or restrictions, nor any lien so created, 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.
- 6.9 SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments 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 any proceeding, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments becoming due or from the lien.
- 6.10 INSURANCE ASSESSMENTS: The Board shall have the authority to obtain insurance for the improvements subject to the jurisdiction of the Association, excepting, of course, individually owned residences and other structures, against loss or damage by any hazard in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Areas, if any, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

In the event of damage or destruction by any casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagees, if any, upon receipt of the insurance proceeds, contract to

rebuild or repair such damage or destroyed portions of the property to as good a condition as it was in prior to the damage. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by the FDIC, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the owners in such proportions as the Board of Directors deem fair and equitable.

ARTICLE VII

CONSTRUCTION GUIDELINES AND LANDSCAPE DEVELOPMENT

No building structure of any kind, including fences, windbreaks or sheds, shall be erected, placed, or altered on any Lot until the construction plans, specifications, materials, and plan showing the location of the structure relative to the lot boundaries, have been approved by the Board of Directors.

- 7.1 Home Construction Standards. All home construction shall be "stick built", modular, or double-wide mobile homes. However, modular or double-wide mobile homes must be new, like new, and in no event more than two (2) years old when installed on any Lot. No mobile homes designed as a single-wide, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes of 1,150 square feet, exclusive of porches, terraces, and garage. All construction shall be done with new materials, including utilities, and shall meet the building codes for Campbell County, Wyoming in force on the date construction begins. Two mobile homes designed as a single-wide and connected together shall not constitute a double-wide. All modular homes and double-wide mobile homes shall be placed on permanent foundations. All double-wide mobile homes shall be skirted with color coordinated skirting within six (6) weeks of the dwelling being moved upon the Lot. All skirting shall be vinyl, stone, or masonite siding. All double-wide mobile homes shall have pitched roof. 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. All exterior colors shall be subdued and in the earth tone or light pastel range. No bright or garish colors shall be permitted.

- 7.2 Code Compliance: Homeowners are responsible for all code compliance and obtaining necessary permits from all governing jurisdictions. Use of property and improvements to property must comply with applicable building codes and other governmental requirements and regulations.
- 7.3 Time Limit for Completion: The time limit for completion of construction of all buildings or landscaping shall not exceed one (1) year from the date a project is commenced. Landscaping shall be completed within one (1) year of occupancy of any residence.
- 7.4 Approaches: Each approach shall contain a drainage culvert that shall meet or exceed County specifications.
- 7.5 Utilities: Utility service (electric only) will be stubbed to the property lines of each lot by the Developer. The extension of services from these stub locations to the residence shall be the responsibility of each Owner. Information regarding current tap and service fees, as well as connection procedure, may be obtained by contacting the respective utility companies.
- 7.6 Foundations: All unfaced visible surfaces of concrete masonry or concrete foundations walls and piers and shall be painted to blend unobtrusively with adjacent materials.
- 7.7 Exterior Materials: Exterior wall materials will consist of native stone, simulated or cultured stone, brick, and wood materials including shingles, natural logs, beveled or tongue-in-groove board siding, board-on-board, board-on-batt and good quality textured or wood grain vinyl siding. Plywood or similar wood siding is prohibited. As an alternative to individual board natural wood sidings, the Design Review Committee may consider, on a case-by-case basis, the higher quality synthetic sidings, including, but not limited to, vinyl, aluminum, steel, and wood or fiber composition products.
- 7.8 Chimneys and Fireplaces: Zero-clearance chimneys must be concealed with a chimney enclosure. All fireplace chimneys must be equipped with a U.L. or I.C.B.O. approved spark arrester.
- 7.9 Building Projections: All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, mail boxes, porch railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the building setbacks.
- 7.10 Attached Garages: The roofing materials and exterior materials of attached garages shall substantially match those of the primary residence. The garage and doors shall be painted or stained to blend appropriately with the approved color scheme of the residence.
- 7.11 Decks, Patios, Covers, Hot Tubs, In-Ground Pools and Other Amenities: All decks, patios and covers shall be built to the following standards:

- 7.11.1 Color: The wood deck can be stained to match the house field color, house trim color, or a clear or natural protective finish. Railings, seats, planters, vertical supports and coverings can be similarly finished.
- 7.11.2 Materials: Acceptable materials may include: cedar, redwood, pressure treated lumber, birch, simulated wood, aesthetically pleasing synthetic materials, stone, tile, brick and concrete. Unacceptable materials include plywood sheeting, corrugated plastic or metal, concrete blocks, rough poles/logs or slab wood.
- 7.11.3 Design Compatibility: The proposed improvement shall be compatible with the architectural characteristics of the applicant's house. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of material, color and construction details.
- 7.12 Dog Houses, Dog Runs: Dog runs and houses should be constructed of new materials, be well maintained, and should be situated so that they minimize the animal noise.
- 7.13 Outbuildings: All outbuildings should be built to the following minimum standards:
- 7.13.1 Size: Within the discretion of the owner.
- 7.13.2 Color: The field and trim must match the field and trim of the house or be of some color that is harmonious with the landscape surroundings.
- 7.13.3 Materials: Exterior components (the sides and the roof) shall be constructed of materials that match those used for the construction of the house or otherwise tasteful. Good quality metal pole buildings are allowable.
- 7.13.4 Permanence: The foundation should be either concrete slab or concrete reinforced piers. If the outbuilding becomes unsightly, it will be in violation of the covenants.
- 7.13.5 Sheds: Pre-built sheds of reasonable construction, materials and color are allowed.
- 7.14 Setbacks: Required minimum setbacks from property lines for all buildings on all lots:
- (a) Front: 60 feet
 - (b) Side: 30 feet
 - (c) Rear: 40 feet

- 7.15 Grading, Drainage and Subsoil Conditions. Site grading must be accomplished with minimum disruption to a lot, without altering natural discharge points of surface drainage from a lot, and without creating conditions that could precipitate unnecessary soil erosion, slippage, or subsidence.
- 7.15.1 Surface drainage upon and across any lot must be carefully considered. Existing points of entry and exit to and from a lot by historic surface drainage must be respected. Any improvement which creates an obstruction to surface flows, which results in a back-up or concentration of storm waters onto a neighboring lot or tract, is strictly prohibited. Ground floor levels should be established at a vertical elevation such that a final placement of backfill, walks, driveways and porches will produce a positive drainage away from the structure in all directions.
- 7.15.2 Subsoil conditions and groundwater levels vary dramatically throughout. The consultation of a professional soils engineer and or the local conservation district, for the assessment of foundation design and the depth to groundwater, is advised for all sites.
- 7.16 Sewer and Water.
- 7.16.1 SEWAGE DISPOSAL. No provision is made for PUBLIC or CENTRAL sewage disposal systems. It will be the responsibility of each lot owner to install a private septic system that is adequate for their needs. Septic systems shall also meet or exceed all requirements imposed by the laws and regulations of the State of Wyoming and Campbell County.
- 7.16.2 DOMESTIC WATER. A private water system will be installed by the Developer and will be owned by the Homeowners' Association. Water from the water system will be piped to the border of each Lot, from which point it will be the responsibility of each Lot owner to pipe the water to their home or other point. Any expenses for the water system, including the electrical bill, will be divided equally among the homeowners.
- 7.17 Antennas and Satellite Dishes. Antennas and traditional large diameter (4 feet and larger) satellite dishes are not allowed. Newer 18-inch diameter "direct" television dishes are acceptable. Owners desiring a larger dish or supplemental receiving device must first obtain approval from the Design Review Committee and the dish or equipment must be sufficiently concealed or screened so as to not be visible from any neighboring property, tract, or right-of-way. Any on-site antennas required for the purpose of radio transmission related to fire protection or police/security matters will be allowed, but the location and configuration thereof shall be subject to Design and Review Committee approval.
- 7.18 Lot Restrictions. Except for compounds, resulting from the combined development of two or more lots, no more than one residence may be constructed on any lot.

Landscape Development

- 7.19 Landscaping. The extent of residential landscaping may be determined by each Owner according to individual preferences and tastes, provided however, that no noxious and illegal plants, or plant species which are potentially destructive to the natural environment, will be permitted.
- 7.20 Fencing of Lots. If owners install perimeter fencing on their Lots, such fencing shall, *at a minimum*, conform to the following standard: wooden or similar strength corner braces, wooden or similar strength H-braces where necessary and on either side of any gate, fence posts spaced no further than 20 feet apart, with at least three strands of no less than 12 gauge CF&I wire. Nothing herein shall prohibit other types of scenic or functional fencing. All fencing must be of new construction with new materials. Fences must be maintained in good and proper condition. Unsightly fence will not be allowed. Maintenance of the fences around and on each Lot is the sole responsibility of each owner. The cost of materials, installation and maintenance of common border fences shall be shared equally by the neighboring Lot Owners.

ARTICLE VIII
PROPERTY USE STANDARDS

- 8.1 Restrictions. All Lots and Living Units shall be held, used and enjoyed subject to the following restrictions and shall be subject to additional rules and regulations as adopted from time to time by the Board of Directors. These restrictions are general in nature and the Board shall have the power to adopt and enforce more specific rules and regulations as the Board deems to be reasonable and necessary to carry out the intent of this Declaration (herein "Rules and Regulations")
- 8.2 No Further Subdivision or Lot Split: No Lot shall be further subdivided or split.
- 8.3 Maintenance: No Lot or structures shall be permitted to fall into disrepair. Each Lot shall be kept and maintained in a clean, safe, and attractive condition and in compliance with all rules and regulations and architectural guidelines. Any condition considered an eyesore by a majority of the Board of Directors must be corrected upon notification to the offending Owner within thirty (30) days.
- 8.4 Residential Use. Each Lot within the properties, except for the Common Area, shall be constructed, improved, used and occupied only for private single-family residential purposes consistent with the Zoning Regulations for Campbell County and these DCCRs in effect on the date that said construction, improvement, use or occupation begins, except that a Lot Owner may conduct "Home Business" activities provided that such commercial activities shall:

- 8.4.1 Comply with all governmental rules and regulations.

- 8.4.2 Be conducted completely within the enclosed structure.
 - 8.4.3 Not exceed 25% of the Living Unit.
 - 8.4.4 Not generate traffic volume which exceeds that of normal residential use on Development streets.
 - 8.4.5 Not include signs of any kind that advertise, disclose or give notice of any such business.
 - 8.4.6 Shall not include electrical service capacities that exceed that of normal residential capacities.
 - 8.4.7 Not include any process or procedure that produces affluent, smoke, tailings, refuse, or any other by-product.
 - 8.4.8 Not require materials, equipment, or products related to the commercial activity to be stored on any lot except within an enclosed structure approved by the Design Review Committee.
 - 8.4.9 No business or commercial building shall be erected on any Lot.
- 8.5 Violation of Law or Insurance. No Owner or member shall permit anything to be done or kept on his Lot which will result in the cancellation of insurance thereon or which would be in violation of any law.
- 8.6 Domesticated Pets: Domesticated pets, as defined herein, are allowed. Pets not defined herein are not allowed. Such pets are to be confined to the Lot Owner's property unless on a leash or otherwise controlled. There shall be a maximum of two (2) outside adult dogs and four (4) outside adult cats. Pets shall not be a nuisance to neighbors.
- 8.7 Livestock: Livestock, as defined herein, may be kept by the Lot Owner if the Lot Owner installs fencing around the perimeter of the Owner's Lot, according to the fencing standard set forth herein. Livestock are to be confined to the Lot Owner's property. Livestock not defined herein are not allowed. 4-H or similar temporary projects of approved Livestock are allowed. All livestock must be provided appropriate food, water, shelter and a sanitary and clean environment. No Owner shall allow the Lot to be overgrazed. Whether or not a Lot Owner's property is overgrazed shall be in the sole and absolute discretion and determination of the Board of Directors. If a Lot Owner allows his/her Lot to become overgrazed, then the Board of Directors may require the Lot Owner to remove the animals, at Lot Owner's expense, until such time as the animals may be reasonably returned as determined by the Board of Directors. No lot owner shall pasture more than three (3) adult horses (excluding occasional offspring) on any Lot, and no Lot Owner shall keep more than three (3) milk

cows, meat steers, sheep, llamas or goats, or any combination thereof, on any Lot (excluding occasional offspring) per every six (6) acres.

- 8.8 Nuisances. No nuisances or offensive activity shall be carried on within the Development, nor shall anything be done or permitted which shall constitute a public nuisance, nor shall anything be done or permitted which will endanger any person. No speeding or reckless driving will be permitted in the Development. Continuous loud music or loud noises will be considered an annoyance and nuisance and shall be considered a violation of these Covenants. Lot owners who allow their animals to roam free off of their Lot, or their dogs to bark excessively, shall be in violation of this provision and subject to fines imposed by the Board.
- 8.9 Garbage. No Lot shall be used or maintained as a dumping or collecting ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Each Lot Owner is encouraged to arrange for private pick-up and removal of garbage at least once every two weeks and for paying all costs associated therewith. All refuse containers, storage areas, machinery, and equipment shall be maintained in a clean and sanitary manner and secured so trash containers or garbage may not be blown or scattered in any manner. Burning of garbage and debris shall be under close supervision and in accordance with any applicable county regulations.
- 8.10 Safe Condition. Without limiting any other provision in this Section, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other lot owners.
- 8.11 Rental of Lots. An Owner who leases his Lot to any Person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration, the Articles, Bylaws, Association Rules or Development Standards, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his lessee thereof.
- 8.12 On-Site Parking. Only motor vehicles, boats, campers or trailers, registered and licensed for the current year, shall be kept on the property. As an exception, no more than two (2) unlicensed working and functional vehicles, not including agricultural or recreational vehicles, may be kept outside of any building on the property. No car lots, junk yard or accumulation of vehicles and parts shall be allowed.
- 8.13 Interference with Easement/Common Area. No owner shall place any permanent structure, foundation, accessory building, or object over an easement or common area. The Association has the right to require the owners to remove said permanent structure, foundation, accessory building, or object from an easement or common area.
- 8.14 Signs. Signs shall not be permitted except for 1.) a FOR SALE sign not to exceed 2' X 3' in size, 2.) Signs incidental to construction, or 3.) name/residence signs of a reasonable size done in a tasteful manner and posted in accordance with local laws and regulations.

- 8.15 Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently, except with by express written permission first obtained from the Board.

ARTICLE IX
GENERAL PROVISIONS

- 9.1 Enforcement: The Association, by and through its Board of Directors, shall have the exclusive right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or imposed by the provisions of this Declaration. Enforcement shall be by proceedings at law or in equity against any person or persons in accordance with the provisions contained herein. Failure by the Association to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter, nor shall it be a cause of action against the Association by any Lot Owner.
- 9.2 Severability: "Invalidation" of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.
- 9.3 Duration and Amendment: These covenants are perpetual in nature, shall 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 ten (10) years, unless an instrument signed by the then owners of no less than 75% of the Lots has been recorded in the County records agreeing to termination of said covenants in whole or in part. These covenants may be amended by a vote in proxy or in person of the owners of no less than 75% of the Lots.
- 9.4 Attorney Fees: If any action is taken to enforce these covenants, or if any Lot Owner shall sue the Association or its officers or Board of Directors, the prevailing party shall be entitled to reimbursement of their attorney fees and litigation costs from the non-prevailing party.
- 9.5 Binding Effect: These DCCRs are binding upon and inure to the benefit of the heirs, successors and assigns of the Declarant and the Lot Owners. The lease, rental or execution of a contract for deed, or similar contract, regarding a Lot does NOT relieve the owner of any liability or the responsibility to comply with these DCCRs, which liability and responsibility shall survive any delegation, lease, rental, or contract for deed, and is binding upon the Owner(s).
- 9.6 Rights Reserved: Declarant hereby reserves the right to add additional lots or tracts to the Association, which lots or tracts shall be further subject to these DCCRs. Subject to the approval of the appropriate governmental agency, Declarant further reserves the right to add additional Lots or tracts to the subdivision water system.
- 9.7 Disclosure Statement: The Developer's Disclosure Statement is filed on record with the

county clerk and is incorporated herein by this reference.

9.8 Notice as to Soils: General soils information for this subdivision is available through the local soils conservation district. No detailed soils investigation has been performed by developer. Developer makes no representations or warranties as to the soils within the subdivision, and any implied warranties are hereby disclaimed. Potential purchasers of lots within the subdivision are encouraged to obtain information about the soils and to hire a licensed engineer to perform soils analysis and compaction testing before purchasing a lot, and to have their foundation engineered, before beginning construction of any structure or residence, to determine soils suitability.

DATED this 21 day of July, 2008.

Colton Hurley
Colton Hurley, Declarant

Cassandra Hurley
Cassandra Hurley, Declarant

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

The forgoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me on this 21 day of July, 2008 by Colton Hurley and Cassandra Hurley.

Witness my official seal.

Angie Segel
Notary Public

My commission expires: 4-5-11

RECORDED
ABSTRACTED
INDEXED
CHECKED



915450 Recorded on 8/11/2008 at 12:20:00 Fee \$9.00
Book 2383 of PHOTOS Pages 478 to 496
Dawn F. Saunders, Campbell County Clerk by: A. SNIDER

915451

Disclosure Statement
For
HURLEY SUBDIVISION

A tract of land located in the SE ¼ SW¼ of Section 7, T. 50 N, R. 69 W. of the 6th P.M., Campbell County, Wyoming

This disclosure statement has been prepared in an effort to provide general information to the Public related to the construction and maintenance of improvements and condition of services that are to be provided within this subdivision. This document shall be kept at the County Clerk's Office and shall be available upon request to the Public.

Construction, operation and/or maintenance, and financial responsibilities for the following improvements and/or services for this subdivision are described as follows:

ROADS

Subdivision access is off of Sinnerville Road off of North Heptner Road as referenced on the Hurley Subdivision Plat. The homeowners association shall maintain the portion of Sinnerville Road within Hurley Subdivision.

ROAD AND TRAFFIC CONTROL SIGNS

The developer will install all road and traffic control signs. However, the homeowners association shall maintain the signs;

MINERAL RIGHTS

Fee interest in mineral ownership is not held as part of the surface ownership. New surface owners should be aware that upon purchase of any land there may exist surface use agreements which may result in the drilling and production of oil and gas upon said land;

GAS EASEMENTS

Gas easements exist across the subdivision and prospective buyers should investigate them.

EASEMENTS

No structures shall be constructed within any easements.

WATER SUPPLY

Community water well shall provide water to the subdivision. The waterline shall be constructed to each lot line by the developer. Community Water System Data is available from the Campbell County Public Works Department. It is recommended that the service lines from the meter pits to homes be 1.25" lines.

SEWAGE DISPOSAL

Private septic systems installed under DEQ requirements;

RESTRICTIVE COVENANTS

There are covenants recorded. Perspective owners can receive a copy of the covenants from the Land Records in the County Clerks Office.

HOMEOWNERS ASSOCIATION FEES OR IMPROVEMENT AND SERVICE DISTRICT
Prospective property owners should check with the Homeowners Association on actual fees prior to purchase within this subdivision.

GARBAGE DISPOSAL

Garbage disposal will be the responsibility of the property owner.

TELEPHONE SERVICE

Telephone service will be the responsibility of each property owner. Prospective property owners should check with the local telephone service on the actual construction charges prior to purchase within this subdivision.

CABLE TELEVISION SERVICE

Cable television service will be the responsibility of each property owner. Prospective property owners should check with the local cable company on availability of service and on the actual construction charges prior to purchases within this subdivision.

CULVERTS AND DRAINAGE

Per Campbell County Subdivision Regulations, Section 12 (d) (XIX), culverts shall be installed at street intersections and driveways where cross drainage is necessary. Culvert sizes shall be adequate to accommodate a 25 year, 24 hour frequency storm run-off on local streets and a 50 year frequency storm run-off on collector and major streets. However, in no case shall they be less than 12 inches in diameter of an equivalent pipe arch cross-sectional area. A minimum of 12 inches shall be maintained over all culverts.

SOILS

General soils information for this subdivision is available through the local Soils Conservation District. No detailed soils investigations have been performed. It is recommended individual soils investigations be done at each location of any proposed structures.

ZONING

The subdivision is zoned R-R. Prior to purchases, prospective buyers should contact the Campbell County Public Works Department to verify permitted uses of the lot they intend to purchase and the permitted uses of lots and land surrounding their proposed lot.

FIRE PROTECTION

Fire protection is provided by the Campbell County Fire Department. The fire department requires that the street address of each property in this subdivision be prominently displayed at the individual approaches to the roadway. Response time for fires within the subdivisions estimated to be (30) thirty minutes.

BUILDING CODES

Builders are required to meet the plumbing, electrical, building and fire codes adopted by the County. Permits are available at the office of the Campbell County Building and Zoning Department.

ELECTRICITY

Electric service exists at each lot line from Powder River Energy Corp. as made available by the developer. Construction of service from lot line to dwelling is responsibility of the buyer.

Prospective property owners should check with Powder River Energy Corp. on the actual construction charges prior to purchase within this subdivision.

POSTAL SERVICE

Postal Service is available upon petition to the Post Office by the individual property owners.

WILDLIFE MANAGEMENT

The immediate area of the proposed subdivision is Mule Deer yearlong and American Pronghorn Antelope yearlong range. Prospective purchasers of lots should be aware that damage to ornamental shrubs, trees and gardens can be anticipated and they should be prepared to protect these items with fences and/or repellent sprays. Potential homeowners should be aware that the Game and Fish Department does not pay homeowners for damage to ornamental shrubs and trees. Prospective homeowners should obtain the brochure, Living in the Country, from the Campbell County Conservation District. This guide has a number of ideas to assist country residents with wildlife concerns, planting recommendations, and other useful suggestions.

SCHOOLS

The Campbell County School District provides school facilities and transportation for all students for all students living in this subdivision. Currently students attend the following schools:

<u>Grades</u>	<u>School Name</u>
K through 6	Rozel Elementary
7 through 9	Twin Spruce High
10 through 12	Campbell County High School

The Campbell County School Board reserves the Authority to revise school attendance as school population fluctuates. Transportation to and from class is provided to all students by the School District. The School Board designates bus stop locations and schedules each school year.

BE ADVISED THAT CAMPBELL COUNTY, WYOMING ASSUMES NO LIABILITY BY VIRTUE OF THIS DISCLOSURE STATEMENT. CAMPBELL COUNTY HAS REQUIRED THIS DISCLOSURE STATEMENT IN ITS SUBDIVISION APPROVAL PROCESS SOLELY FOR THE PURPOSE OF INFORMING THE CONSUMER. CAMPBELL COUNTY DOES NOT IN ANY MANNER WARRANT OR GUARANTEE TO THE CONSUMER THAT THE AFOREMENTIONED STATEMENTS CONTAINED WITHIN THIS DISCLOSURE STATEMENT ARE FACTUAL AS REPRESENTED. BE FURTHER ADVISED THAT THE PROPER RECOURSE FOR SHORTCOMINGS IN THE ABOVE DESCRIBED IMPROVEMENTS LIES BETWEEN THE CONSUMER AND THE DEVELOPER WHO MADE THIS DISCLOSURE STATEMENT.

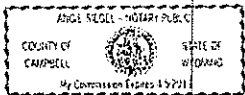
THE PUBLIC IS INVITED AND ENCOURAGED TO OBTAIN OR REVIEW COPIES OF THIS DOCUMENT AND ALL OTHER DOCUMENTS PREVIOUSLY MENTIONED. COPIES OF ALL DOCUMENTS ARE AVAILABLE AT THE OFFICE OF THE COUNTY CLERK OR BUILDING & PLANNING DEPARTMENT UPON REQUEST OF PAYMENT FOR REPRODUCTION OF COST.

IN TESTIMONY WHEREOF, the undersigned owners have cause these presents to be signed:

Colton C Hurley
Colton C. Hurley

State Wyoming)
County Campbell) SS

Subscribed and sworn before me on this 24 day of July, 2008, by Colton C. Hurley, as a free and voluntary act and deed.
WITNESS my hand and official seal.



Ange Segel
NOTARY PUBLIC

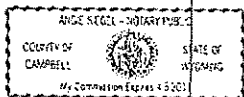
My commission expires: 4-5-11

IN TESTIMONY WHEREOF, the undersigned owners have cause these presents to be signed:

Cassandra D Hurley
Cassandra D. Hurley

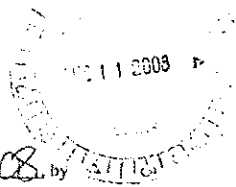
State Wyoming)
County Campbell) SS

Subscribed and sworn before me on this 24 day of July, 2008, by Cassandra D. Hurley, as a free and voluntary act and deed.
WITNESS my hand and official seal.



Ange Segel
NOTARY PUBLIC

My commission expires: 4-5-11



APPROVAL BY THE CAMPBELL COUNTY PLANNING COMMISSION.

APPROVED FOR FILING BY THE CAMPBELL COUNTY PLANNING COMMISSION,

THIS 21st DAY OF February A.D., 20 08.

Susan McKay
CHAIRPERSON

Patricia Beck
CLERK OF THE BOARD

APPROVAL BY THE CAMPBELL COUNTY COMMISSIONERS

APPROVED FOR FILING BY THE UNDERSIGNED BOARD OF COUNTY

COMMISSIONERS IN AND FOR THE COUNTY OF CAMPBELL, STATE OF WYOMING.

THIS 5 DAY OF August, A.D., 2008.

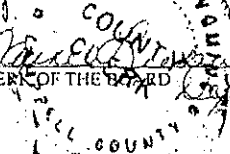
[Signature]
MEMBER

Roy Edwards
MEMBER

[Signature]
MEMBER

Craig [Signature]
MEMBER

[Signature]
CHAIRPERSON

ATTEST [Signature]
CLERK OF THE BOARD


CERTIFICATE FOR RECORDING BY THE COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND
RECORDER AT _____ O'CLOCK _____ M., 20 _____, AND IS DULY RECORDED
IN BOOK _____, PAGE NO. _____



RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

COUNTY CLERK
915451 Recorded on 8/11/2008 at 12:22:00 Fee 20.00
Book 2383 of PHOTOS Pages 497 in 501
Susan F. Saunders, Campbell County Clerk by: A. SHIDER

07/25/2008 07:22 02076945924

PAGE 02/04

915450

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Page 00479

HURLEY SUBDIVISION

A SUBDIVISION OF CAMPBELL COUNTY, WYOMING

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by Colton and Cassandra Hurley, a Wyoming limited liability company, hereinafter referred to as "Declarant" or "Developer":

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (hereinafter described as "Tracts, Development, Lots, Property, Properties", or like term) situate in Campbell County, Wyoming, which property is more particularly described on the plat map for HURLEY SUBDIVISION as the same that is filed for record with the County Clerk and Recorder of Campbell County, Wyoming, which plat map, and the information shown thereon, is incorporated herein by this reference and binding upon purchasers of Lots in this Development; and

WHEREAS, in order to establish a general plan for the improvement and development of the property or lots within the Development (hereinafter referred to as "lots, Development or property"), Declarant desires to subject the Lots to certain covenants, conditions and restrictions (hereinafter referred to as "DCCRs" or "covenants" or "Declaration"), to which all of the Lots shall be subject to, held, improved and conveyed, whether by contract or by notice and recording in the land records of Campbell County, Wyoming; and

WHEREAS, Declarant will convey the said Lots subject to, whether by contract or by notice or recordation in the land records, certain protective covenants, conditions and restrictions, liens and charges as set forth herein.

NOW, THEREFORE Declarant declares that all of the Lots described above shall be

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NOW, THEREFORE Declarant declares that all of the Lots described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the Lots and be binding upon all parties having any right title and interest in the described Lots or any part, their heirs, successors and assigns, shall inure to the benefit of each Owner, and which are intended not to be merely personal.

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to HURLEY SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., or such other name as may be chosen, a nonprofit Wyoming corporation, its members, successors and assigns.
2. "Owner" shall mean and refer to the owner shown on the public records of Campbell County, Wyoming, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Development, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Lot" shall mean and refer to certain lots, Lots and real property within the Development as set forth herein, and such conditions or property as may be brought within the jurisdiction of the Association.
4. "Common Area" shall mean utility easements, roads and other property owned by the Association for the common use and enjoyment of the owners.
5. "Declarant" shall mean and refer to Collin and Cassandra Hurley, or its successors and assigns.
6. "Member" shall mean and refer to every person or entity who is an owner of a Lot as shown on the public records of Campbell County, Wyoming.
7. "Covenants, Declaration or DCCRs" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, fees, dues and charges imposed by or expressed in this DECLARATION.
8. "Board of Directors" or "Board" shall mean the DECLARANT until all Lots have sold. Thereafter, one owner of each Lot shall be a member of the "Board of Directors". Members of the Board of Directors shall not be entitled to any compensation of any kind, except reimbursement for verified actual expenses, for services performed pursuant to these DCCRs.

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- 9. "Vote" shall mean the expressly manifested desire of the owner(s) of a Lot on any issue that comes before the Association in an election or vote. Each Lot shall be entitled to one vote, regardless of the number of owners for any one Lot, except the DECLARANT shall have ten (10) votes per Lot until all Lots are sold.
- 10. "Livestock" is defined to include only horses, milk cow, meat steer, sheep, llamas, chickens or goats.
- 11. "Pets" are defined to include normal domesticated pets.
- 12. "Developer" shall mean and refer to Declarant, or its successors and assigns.

ARTICLE II
NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability, and attractiveness of the Lots and Common Area. These covenants, restrictions, and conditions are for the benefit of all Lots, and shall bind the Owners of all such Lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner(s) of each Lot, but also their/his/hers/its successors and assigns. All such covenants, conditions, and restrictions are intended as and are declared to be covenants that run with the land and are perpetually binding in nature.

ARTICLE III
HOMEOWNERS' ASSOCIATION
FORMATION, MEMBERSHIP AND VOTING RIGHTS

At such a time as the Declarant has sold and conveyed three Lots in the development to purchase, the then Lot Owners shall form a homeowners' association by filing articles of incorporation with the office of the Wyoming Secretary of State. The homeowners' association shall be a non-profit corporation and shall be called the HURLEY SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., a nonprofit Wyoming corporation, or something similar thereto.

Every owner of a Lot shall be a member of the Association. Membership shall not be separated from ownership of any Lot. All owners shall be entitled to one vote for each Lot, except the DECLARANT who has ten (10) votes per Lot until all of the Lots are sold. 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 or similar entity hold an interest in any Lot, one, and only one, shall be a member for voting purposes. Where multiple owners own any Lot, or when two or more persons are stockholders in a trust, corporation or similar entity that owns any Lot, written notice shall be given to the Board of Directors as to who

has the authority to cast the single vote for the Lot.

ARTICLE IV
GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

4.01 Powers and Duties Generally. The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board, for the benefit of the Owners, and the Property, shall provide, and shall pay for out of the maintenance fund(s) the following:

- (a) Maintenance and repairs which the Board is required to obtain or pay for pursuant to the terms of this Declaration, or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration. The Board shall have the following additional rights, powers, and duties:
- (b) To maintain and repair all the streets, signs, and other common assets of the Development;
- (c) To enforce the provisions of this Declaration and any rules made hereunder and to lien, enjoin and/or seek damages from any Owner for violation of such provisions of rules;
- (d) To contract for all goods, services, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

4.02 Exclusive Board Duties/Powers.

- (a) To provide for the maintenance, repair and improvement of the roads, common area, and a community water system, if desired;
- (b) To enforce these DCCRs (these DCCRs shall not be enforced by the individual Lot Owners or members of the Association, such power is exclusively vested in the Board);
- (c) To promote the health, safety and welfare of the residents, and to protect the correlative rights of the residents;
- (d) To appoint, oversee and assist any committees;
- (e) To adopt and publish rules and regulations governing the maintenance, preservation, operation and use of the dedicated roads, common areas and facilities within the Development;
- (f) To exercise all powers, duties and authority vested in or delegated to it by these DCCRs and applicable law;
- (g) To act as arbitrator for any disputes arising between Lot owners regarding the

- interpretation of these Covenants;
- (h) To maintain such checking or savings accounts as it deems necessary to fulfill its functions;
 - (i) To perform such other functions as are necessary and appropriate;
 - (j) To cause a complete record to be kept of all acts and affairs of the Board;
 - (k) To present an statement of financial affairs to the Lot owners not less frequently than annually;
 - (l) To issue, or to cause to be issued, upon demand by any Lot owner, a certificate setting forth whether or not any assessment has been paid;
 - (m) To cause the streets, roads and common areas to be maintained for the use and benefit of owners;
 - (n) Such other reasonable and necessary acts as may be consistent with the intents and purposes of these DCCRs and the general welfare of the Development.

ARTICLE V
PROPERTY RIGHTS

OWNER'S EASEMENT OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, 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, which fee or dues shall be equal as to all lots, and to impose such charge or assessment as a lien against any Lot for which such charge or lien has not been paid in accordance with these DCCRs, Bylaws and Articles of Incorporation, if any.
- b. The right of the Association to suspend the voting rights of an Owner of any Lot whose assessment against his Lot remains unpaid, or who has committed any material infraction of these DCCRs without remuneration.
- c. The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, or entity, but only with the permission of the agency, authority, or entity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such dedication or transfer shall be effective unless such dedication or transfer is approved by two-thirds (2/3) of the members.
- d. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purposes of improving and maintaining the common

property, and to mortgage said properties. The rights of such mortgages in such properties shall be subordinate to the rights of the homeowners.

- c. The right of the Association, through its Board of Directors, to adopt and publish rules and regulations and usage fees with respect to the Common Area, if any.
- f. No Lot owner(s) may sue to partition the common area. The common area is for the benefit of all Lot owners and not for a particular individual.

ARTICLE VI
ASSESSMENTS

- 6.1 CREATION OF LIEN FOR ASSESSMENTS: Each owner of any Lot, by acceptance of a deed, 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 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 such assessment is made.
- 6.2 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, preservation, replacement and operation of the Common Area and Association costs.
- 6.3 MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum assessment for each Lot shall be \$200 per year. The DECLARANT shall be responsible for the remaining amount of yearly costs until eighty percent (80%) of the Lots are sold at which time all Lots not owned by DECLARANT will be assessed on an equal basis to pay the yearly costs. DECLARANT shall not pay annual or special assessments on a per Lot basis and will not pay on the yearly costs once eighty percent (80%) of the Lots are sold.
 - 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 each year not more than ten percent (10%) above the maximum assessment for the previous year by a vote of the majority of the Board of Directors.
 - b. From and after January 1 of the year immediately following the conveyance

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of the first Lot to an owner, the maximum annual assessment may be increased by more than ten percent (10%) by a vote in person or by proxy of at least 75% of the Lots at a meeting duly called for this purpose.

- 6.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement and the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least 75% of the votes of the Lots in person or by proxy at a meeting duly called for this purpose.
- 6.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER 6.3 AND 6.4: Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3 and 6.4 shall be sent in all members not less than fifteen (15) days not more than forty-five (45) days in advance of the meeting. No action may be taken without a quorum. A quorum shall be fifty-one percent (51%) of the authorized voting Owner of the Lots (one for each Lot) attending in person or by proxy.
- 6.6 RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rates for all Lots not owned by DECLARANT and may be collected on a monthly basis.
- 6.7 DATE OF COMMENCEMENT OF ANNUAL AND SPECIAL ASSESSMENTS DUE DATES: The annual and special 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 and give written notice of the amount of the annual assessment, not to exceed the maximum established herein, against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates and collection methods 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 one-twelfth (1/12) of the annual assessment of such 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 assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment stated to have been paid.
- 6.8 NONPAYMENT OF ASSESSMENTS - 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 it's due date, the Association may, at it's election, require the owner to pay a "late charge" in the sum to be determined by the Board of Directors, but not to exceed ten dollars and no/100 (10.00) per each delinquent assessment, plus interest at the rate of ten percent (10%)

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per return on such assessment

b. Creation of Lien: The amount of all delinquent regular and special assessments plus interest and any expenses reasonably incurred in collection 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:

- i. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration;
- ii. The name of the owner of record or reputed owner of the Lot;
- iii. A description of the Lot against which the lien has been assessed.

The notice shall be signed by two officers of the Board. 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 recording 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 instituted to foreclose the lien until the 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 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 Association may have by law or otherwise. The Association shall also have the right to bid on any such foreclosure sale and to hold, lease, mortgage, and convey such Lot upon its purchase. Upon repayment 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, 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

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secure assessments levied on the Lot in the same manner provided in this Article.

- c. Curing the Default: Upon timely curing of the default for which a notice of claims or lien was filed by the Association, the officers of the Association are authorized to file or record, as the case may be, an appropriate release of lien upon payment by the defaulting owner of an amount to cover the costs and attorney's fees of preparing and filing or recording such release, together with the payment of such other attorney's fees and costs to prepare and file the lien.
- d. Cumulative Remedies: The assessment lien and the rights to judicial foreclosure shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have in these covenants and by law, including a suit to recover an money judgment for unpaid assessments, as above provided.
- e. Mortgage Protection Clause: No breach of the covenants, conditions, or restrictions, nor any lien so created, 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.
- 6.9 SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments 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 any proceeding, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments becoming due or from the lien.
- 6.10 INSURANCE ASSESSMENTS: The Board shall have the authority to obtain insurance for the improvements subject to the jurisdiction of the Association, excepting, of course, individually owned residences and other structures, against loss or damage by any hazard in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Areas, if any, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

In the event of damage or destruction by any casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagees, if any, upon receipt of the insurance proceeds, contract to

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rebuild or repair such damage or destroyed portions of the property to as good a condition as it was in prior to the damage. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by the FDIC, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the owners in such proportions as the Board of Directors deem fair and equitable.

ARTICLE VII

CONSTRUCTION GUIDELINES AND LANDSCAPE DEVELOPMENT

No building structure of any kind, including fences, windbreaks or sheds, shall be erected, placed, or altered on any Lot until the construction plans, specifications, materials, and plan showing the location of the structure relative to the lot boundaries, have been approved by the Board of Directors.

7.1 Home Construction Standards. All home construction shall be "stick built", modular, or double-wide mobile homes. However, modular or double-wide mobile homes must be new, like new, and in no event more than two (2) years old when installed on any Lot. No mobile homes designed as a single-wide, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes of 1,150 square feet, exclusive of porches, terraces, and garage. All construction shall be done with new materials, including utilities, and shall meet the building codes for Campbell County, Wyoming in force on the date construction begins. Two mobile homes designed as a single-wide and connected together shall not constitute a double-wide. All modular homes and double-wide mobile homes shall be placed on permanent foundations. All double-wide mobile homes shall be skirted with color coordinated skirting within six (6) weeks of the dwelling being moved upon the Lot. All skirting shall be vinyl, stone, or masonite siding. All double-wide mobile homes shall have pitched roof. 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. All exterior colors shall be subdued and in the earth tone or light pastel range. No bright or garish colors shall be permitted.

- 7.2 Code Compliance: Homeowners are responsible for all code compliance and obtaining necessary permits from all governing jurisdictions. Use of property and improvements to property must comply with applicable building codes and other governmental requirements and regulations.
- 7.3 Time Limit for Completion: The time limit for completion of construction of all buildings or landscaping shall not exceed one (1) year from the date a project is commenced. Landscaping shall be completed within one (1) year of occupancy of any residence.
- 7.4 Approaches: Each approach shall contain a drainage culvert that shall meet or exceed County specifications.
- 7.5 Utilities: Utility service (electric only) will be stubbed to the property lines of each lot by the Developer. The extension of services from these stub locations to the residence shall be the responsibility of each Owner. Information regarding current tap and service fees, as well as connection procedure, may be obtained by contacting the respective utility companies.
- 7.6 Foundations: All unfaçed visible surfaces of concrete masonry or concrete foundations walls and piers and shall be painted to blend unobtrusively with adjacent materials.
- 7.7 Exterior Materials: Exterior wall materials will consist of native stone, simulated or cultured stone, brick, and wood materials including shingles, natural logs, beveled or tongue-in-groove board siding, board-on-board, board-on-batt and good quality textured or wood grain vinyl siding. Plywood or similar wood siding is prohibited. As an alternative to individual board natural wood sidings, the Design Review Committee may consider, on a case-by-case basis, the higher quality synthetic sidings, including, but not limited to, vinyl, aluminum, steel, and wood or fiber composition products.
- 7.8 Chimneys and Fireplaces: Zero-clearance chimneys must be concealed with a chimney enclosure. All fireplace chimneys must be equipped with a U.L. or I.C.B.O. approved spark arrester.
- 7.9 Building Projections: All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, mail boxes, porch railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the building setbacks.
- 7.10 Attached Garages: The roofing materials and exterior materials of attached garages shall substantially match those of the primary residence. The garage and doors shall be painted or stained to blend appropriately with the approved color scheme of the residence.
- 7.11 Decks, Patios, Covers, Hot Tubs, In-Ground Pools and Other Amenities: All decks, patios and covers shall be built to the following standards:

- 7.11.1 Color: The wood deck can be stained to match the house field color, house trim color, or a clear or natural protective finish. Railings, seats, planters, vertical supports and coverings can be similarly finished.
- 7.11.2 Materials: Acceptable materials may include: cedar, redwood, pressure treated lumber, birch, simulated wood, aesthetically pleasing synthetic materials, stone, tile, brick and concrete. Unacceptable materials include plywood sheeting, corrugated plastic or metal, concrete blocks, rough poles/logs or slab wood.
- 7.11.3 Design Compatibility: The proposed improvement shall be compatible with the architectural characteristics of the applicant's house. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of material, color and construction details.
- 7.12 Dog Houses, Dog Runs: Dog runs and houses should be constructed of new materials, be well maintained, and should be situated so that they minimize the animal noise.
- 7.13 Outbuildings: All outbuildings should be built to the following minimum standards:
 - 7.13.1 Size: Within the discretion of the owner.
 - 7.13.2 Color: The field and trim must match the field and trim of the house or be of some color that is harmonious with the landscape surroundings.
 - 7.13.3 Materials: Exterior components (the sides and the roof) shall be constructed of materials that match those used for the construction of the house or otherwise tasteful. Good quality metal pole buildings are allowable.
 - 7.13.4 Permanence: The foundation should be either concrete slab or concrete reinforced piers. If the outbuilding becomes unsightly, it will be in violation of the covenants.
 - 7.13.5 Sheds: Pre-built sheds of reasonable construction, materials and color are allowed.
- 7.14 Setbacks: Required minimum setbacks from property lines for all buildings on all lots:
 - (a) Front: 60 feet
 - (b) Side: 30 feet
 - (c) Rear: 40 feet

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- 7.15 Grading, Drainage and Subsoil Conditions. Site grading must be accomplished with minimum disruption to a lot, without altering natural discharge points of surface drainage from a lot, and without creating conditions that could precipitate unnecessary soil erosion, slippage, or subsidence.
- 7.15.1 Surface drainage upon and across any lot must be carefully considered. Existing points of entry and exit to and from a lot by historic surface drainage must be respected. Any improvement which creates an obstruction to surface flows, which results in a back-up or concentration of storm waters onto a neighboring lot or tract, is strictly prohibited. Ground floor levels should be established at a vertical elevation such that a final placement of backfill, walks, driveways and porches will produce a positive drainage away from the structure in all directions.
- 7.15.2 Subsoil conditions and groundwater levels vary dramatically throughout. The consultation of a professional soils engineer and or the local conservation district, for the assessment of foundation design and the depth to groundwater, is advised for all sites.
- 7.16 Sewer and Water.
- 7.16.1 SEWAGE DISPOSAL. No provision is made for PUBLIC or CENTRAL sewage disposal systems. It will be the responsibility of each lot owner to install a private septic system that is adequate for their needs. Septic systems shall also meet or exceed all requirements imposed by the laws and regulations of the State of Wyoming and Campbell County.
- 7.16.2 DOMESTIC WATER. A private water system will be installed by the Developer and will be owned by the Homeowners' Association. Water from the water system will be piped to the border of each Lot, from which point it will be the responsibility of each Lot owner to pipe the water to their home or other point. Any expenses for the water system, including the electrical bill, will be divided equally among the homeowners.
- 7.17 Antennas and Satellite Dishes. Antennas and traditional large diameter (4 feet and larger) satellite dishes are not allowed. Newer 18-inch diameter "direct" television dishes are acceptable. Owners desiring a larger dish or supplemental receiving device must first obtain approval from the Design Review Committee and the dish or equipment must be sufficiently concealed or screened so as to not be visible from any neighboring property, tract, or right-of-way. Any on-site antennas required for the purpose of radio transmission related to fire protection or police/security matters will be allowed, but the location and configuration thereof shall be subject to Design and Review Committee approval.
- 7.18 Lot Restrictions. Except for compounds, resulting from the combined development of two or more lots, no more than one residence may be constructed on any lot.

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Landscape Development

- 7.19 Landscaping. The extent of residential landscaping may be determined by each Owner according to individual preferences and tastes, provided however, that no noxious and illegal plants, or plant species which are potentially destructive to the natural environment, will be permitted.
- 7.20 Fencing of Lots. If owners install perimeter fencing on their Lots, such fencing shall, *at a minimum*, conform to the following standard: wooden or similar strength corner braces, wooden or similar strength H-braces where necessary and on either side of any gate, fence posts spaced no further than 20 feet apart, with at least three strands of no less than 12 gauge CF&I wire. Nothing herein shall prohibit other types of scenic or functional fencing. All fencing must be of new construction with new materials. Fences must be maintained in good and proper condition. Unightly fence will not be allowed. Maintenance of the fences around and on each Lot is the sole responsibility of each owner. The cost of materials, installation and maintenance of common border fences shall be shared equally by the neighboring Lot Owners.

ARTICLE VIII
PROPERTY USE STANDARDS

- 8.1 Restrictions. All Lots and Living Units shall be held, used and enjoyed subject to the following restrictions and shall be subject to additional rules and regulations as adopted from time to time by the Board of Directors. These restrictions are general in nature and the Board shall have the power to adopt and enforce more specific rules and regulations as the Board deems to be reasonable and necessary to carry out the intent of this Declaration (herein "Rules and Regulations")
- 8.2 No further Subdivision or Lot Split: No Lot shall be further subdivided or split.
- 8.3 Maintenance: No Lot or structures shall be permitted to fall into disrepair. Each Lot shall be kept and maintained in a clean, safe, and attractive condition and in compliance with all rules and regulations and architectural guidelines. Any condition considered an eyesore by a majority of the Board of Directors must be corrected upon notification to the offending Owner within thirty (30) days.
- 8.4 Residential Use. Each Lot within the properties, except for the Common Area, shall be constructed, improved, used and occupied only for private single-family residential purposes consistent with the Zoning Regulations for Campbell County and these DCCRs in effect on the date that said construction, improvement, use or occupation begins, except that a Lot Owner may conduct "Home Business" activities provided that such commercial activities shall:
 - 8.4.1 Comply with all governmental rules and regulations.

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- 8.4.2 Be conducted completely within the enclosed structure.
- 8.4.3 Not exceed 25% of the Living Unit.
- 8.4.4 Not generate traffic volume which exceeds that of normal residential use on Development streets.
- 8.4.5 Not include signs of any kind that advertise, disclose or give notice of any such business.
- 8.4.6 Shall not include electrical service capacities that exceed that of normal residential capacities.
- 8.4.7 Not include any process or procedure that produces effluent, smoke, tailings, refuse, or any other by-product.
- 8.4.8 Not require materials, equipment, or products related to the commercial activity to be stored on any lot except within an enclosed structure approved by the Design Review Committee.
- 8.4.9 No business or commercial building shall be erected on any Lot.
- 8.5 Violation of Law or Insurance: No Owner or member shall permit anything to be done or kept on his Lot which will result in the cancellation of insurance thereon or which would be in violation of any law.
- 8.6 Domesticated Pets: Domesticated pets, as defined herein, are allowed. Pets not defined herein are not allowed. Such pets are to be confined to the Lot Owner's property unless on a leash or otherwise controlled. There shall be a maximum of two (2) outside adult dogs and four (4) outside adult cats. Pets shall not be a nuisance to neighbors.
- 8.7 Livestock: Livestock, as defined herein, may be kept by the Lot Owner if the Lot Owner installs fencing around the perimeter of the Owner's Lot, according to the fencing standard set forth herein. Livestock are to be confined to the Lot Owner's property. Livestock not defined herein are not allowed. 4-H or similar temporary projects of approved Livestock are allowed. All livestock must be provided appropriate food, water, shelter and a sanitary and clean environment. No Owner shall allow the Lot to be overgrazed. Whether or not a Lot Owner's property is overgrazed shall be in the sole and absolute discretion and determination of the Board of Directors. If a Lot Owner allows his/her Lot to become overgrazed, then the Board of Directors may require the Lot Owner to remove the animals, at Lot Owner's expense, until such time as the animals may be reasonably returned as determined by the Board of Directors. No lot owner shall pasture more than three (3) adult horses (excluding occasional offspring) on any Lot, and no Lot Owner shall keep more than three (3) milk

cows, meat steers, sheep, llamas or goats, or any combination thereof, on any Lot (excluding occasional offspring) per every six (6) acres.

- 8.8 Nuisances. No nuisances or offensive activity shall be carried on within the Development, nor shall anything be done or permitted which shall constitute a public nuisance, nor shall anything be done or permitted which will endanger any person. No speeding or reckless driving will be permitted in the Development. Continuous loud music or loud noises will be considered an annoyance and nuisance and shall be considered a violation of these Covenants. Lot owners who allow their animals to roam free off of their Lot, or their dogs to bark excessively, shall be in violation of this provision and subject to fines imposed by the Board.
- 8.9 Garbage. No Lot shall be used or maintained as a dumping or collecting ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Each Lot Owner is encouraged to arrange for private pick-up and removal of garbage at least once every two weeks and for paying all costs associated therewith. All refuse containers, storage areas, machinery, and equipment shall be maintained in a clean and sanitary manner and secured so trash containers or garbage may not be blown or scattered in any manner. Burning of garbage and debris shall be under close supervision and in accordance with any applicable county regulations.
- 8.10 Safe Condition. Without limiting any other provision in this Section, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other lot owners.
- 8.11 Rental of Lots. An Owner who leases his Lot to any Person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration, the Articles, Bylaws, Association Rules or Development Standards, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his lessee thereof.
- 8.12 On-Site Parking. Only motor vehicles, boats, campers or trailers, registered and licensed for the current year, shall be kept on the property. As an exception, no more than two (2) unlicensed working and functional vehicles, not including agricultural or recreational vehicles, may be kept outside of any building on the property. No car lots, junk yard or accumulation of vehicles and parts shall be allowed.
- 8.13 Interference with Easement/Common Area. No owner shall place any permanent structure, foundation, accessory building, or object over an easement or common area. The Association has the right to require the owners to remove said permanent structure, foundation, accessory building, or object from an easement or common area.
- 8.14 Signs. Signs shall not be permitted except for 1.) a FOR SALE sign not to exceed 2' X 3' in size, 2.) Signs incidental to construction, or 3.) name/residence signs of a reasonable size done in a tasteful manner and posted in accordance with local laws and regulations.

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8.15 Temporary Structure: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently, except with by express written permission first obtained from the Board.

ARTICLE IX
GENERAL PROVISIONS

- 9.1 Enforcement: The Association, by and through its Board of Directors, shall have the exclusive right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or imposed by the provisions of this Declaration. Enforcement shall be by proceedings at law or in equity against any person or persons in accordance with the provisions contained herein. Failure by the Association to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter, nor shall it be a cause of action against the Association by any Lot Owner.
- 9.2 Severability: "Invalidation" of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.
- 9.3 Duration and Amendment: These covenants are perpetual in nature, shall 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 ten (10) years, unless an instrument signed by the then owners of no less than 75% of the Lots has been recorded in the County records agreeing to termination of said covenants in whole or in part. These covenants may be amended by a vote in proxy or in person of the owners of no less than 75% of the Lots.
- 9.4 Attorney Fees: If any action is taken to enforce these covenants, or if any Lot Owner shall sue the Association or its officers or Board of Directors, the prevailing party shall be entitled to reimbursement of their attorney fees and litigation costs from the non-prevailing party.
- 9.5 Binding Effect: These DCCRs are binding upon and inure to the benefit of the heirs, successors and assigns of the Declarant and the Lot Owners. The lease, rental or execution of a contract for deed, or similar contract, regarding a Lot does NOT relieve the owner of any liability or the responsibility to comply with these DCCRs, which liability and responsibility shall survive any delegation, lease, rental, or contract for deed, and is binding upon the Owner(s).
- 9.6 Rights Reserved: Declarant hereby reserves the right to add additional lots or tracts to the Association, which lots or tracts shall be further subject to these DCCRs. Subject to the approval of the appropriate governmental agency, Declarant further reserves the right to add additional Lots or tracts to the subdivision water system.
- 9.7 Disclosure Statement: The Developer's Disclosure Statement is filed on record with the

