

389758

RESTRICTIVE COVENANTS

We the undersigned, Janice C. Gregersen and Oluf P. Gregersen, Jr., husband and Wife, being the fee owners of the following real property:

A subdivision of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 6, T49N, R72W, of the 6th P.M., Campbell County, Wyoming,

hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting the said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land above described, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of the limitation of all future owners in said subdivision, or present owners consenting thereto by their signatures being affixed thereto.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single or dual family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars.

(a.) Provided, further, a business office, or a home-type business, such as a beauty shop, may be located in a dwelling or attached thereto, without being a violation. No commercial or industrial type business, however, shall be conducted on said premises.

(b.) That any tract or lot may also have a barn or structure for the care of livestock, so long as the same is built and maintained in a manner to conform to the other construction on the tract or lot and not depreciate the use or value of the other property in the area.

2. No building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line.

(a.) No building shall be located nearer than five feet to an interior line.

(b.) For the purposes of this covenant, the steps, eaves and open porches shall not be considered as a part of a building, provided, however,

that they shall not be construed to permit any portion of a building on a lot to encroach upon another lot

4. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on a lot having an area of less than one acre.

5. No mobile homes or trailer houses shall be used as dwellings or placed permanently on any lot or tract. No dwelling shall be constructed or placed on any lot or tract unless it contains over 1,000 square feet of finished living area.

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

7. Any livestock, poultry or other animals shall be kept in an area which adequately fenced will keep the same within the owners area, and the premises must be kept in a clean and sanitary condition, so as to not be offensive to adjoining owners.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and sanitary.

9. No individual sewage disposal system shall be permitted on any lot, unless such system has been designed, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Public Health Department.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 5 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 5 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

11. Enforcement shall be by the proceedings at law or in equity against any persons violating or attempting to violate any covenants either to restrain

violation or to recover damages.

DATED this 27th day of December, 1974.

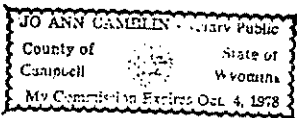
Janice C. Gregersen
Janice C. Gregersen

Oluf P. Gregersen, Jr.
Oluf P. Gregersen, Jr.

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 26th day
of December, 1974. as to Janice C. Gregersen & Oluf P. Gregersen, Jr.

Witness my hand and official seal.



Jo Ann Cambler
Notary Public

STATE OF WYOMING)
Campbell County) ss.

Filed for record this 27th day of December A. D., 19 74 at 1:28 o'clock P M. and recorded in Book 310
of Photos on page 195 Fees \$ 4.00

Oprouella Hayden
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Jeanette Faust
Deputy

502053

AMENDMENT TO RESTRICTIVE COVENANTS

We, the undersigned, being a majority of the owners of the lots in the Rocky Point Subdivision, a subdivision of the following described real property:

Township 49 North, Range 72 West, 6th P.M.
Section 6: E $\frac{1}{2}$ SW $\frac{1}{4}$

Campbell County, Wyoming,

hereby amend those certain restrictive covenants dated December 26, 1974 and filed for record on December 27, 1974 in Book 322, Photos, page 195 in the Office of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, said covenants hereinafter referred to as the Original Covenants, as follows:

1. Paragraph 1 of the Original Covenants is hereby amended to read as follows:

1(a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2 $\frac{1}{2}$) stories in height and a private garage for not more than three (3) cars. A garage erected or placed upon any lot shall be finished in an exterior, which is of the same material as the dwelling on said lot.

(b) A business office or home type business, such as a beauty shop, may be located in a dwelling or attached thereto. No commercial or industrial type business, however, shall be conducted on any lot.

(c) Any tract or lot may also have a barn or structure for the care of livestock, erected thereon, so long as the construction of the same and the maintenance thereof is equal in quality to the construction of the dwelling located on said lot.

STATE OF WYOMING
Campbell County

Filed for record this 25 day of Sept, A. D. 1981 at 4:20 o'clock P.. M. and recorded in Book 575
of Photos on page 590 Fees \$ 28.75

Devin
County Clerk and

Johnson
Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED

By [Signature] 502053

(d) No barn, garage or other exterior structure shall be constructed on any lot without the approval by majority vote of the Board of Directors of the Rocky Point Subdivision homeowners Association, Inc., which board shall adopt a uniform procedure therefor.

2. Paragraph 7 of the original covenants is hereby amended to read as follows:

7(a) Any livestock, poultry or other animals shall be kept in an area which is adequately fenced to keep the same within the owner's lot, and the premises containing said animals shall be kept in a clean and sanitary condition, and shall not be offensive to adjoining owners. No more than a total of four (4) horse, cattle, sheep, goats or other grass grazing animals shall be permitted to be kept on any lot or be watered from any single water tap of the water system of the subdivision.

3. The Original Covenants are hereby amended by adding a new paragraph 12 as follows:

12. No lot shall have an area exceeding one (1) acre which is devoted to or used for garden, grass, lawn or other growth requiring watering.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and may be amended in the same manner as the original covenants.

DATED this ____ day of _____, 1981.

Lot 1

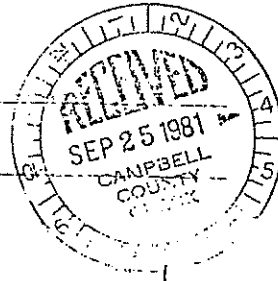
Lot 2

[Handwritten signatures for Lot 1 and Lot 2]

Lot 3

Lot 4

L. G. Harris
Margaret Ferguson



Lot 5

Paul L. Ely
Patricia J. Ely

Lot 6

Paul L. Ely
Patricia J. Ely

Lot 7

Robert J. Updike
Dorothy I. Updike

Lot 8

Charles W. Weston
Lucas Weston

Lot 9

Robert Updike
Dorothy I. Updike

Lot 10

Charles W. Weston
Lucas Weston

Lot 11

James L. Weston
Lucas Weston

Lot 12

James L. Weston
Lucas Weston

Lot 13

Paul Jacob Chapin
Dorothy I. Chapin

Lot 14

Paul Jacob Chapin
Dorothy I. Chapin

Lot 15

James L. Weston
Lucas Weston

Lot 16

James L. Weston
Lucas Weston

Lot 17

James L. Weston
Lucas Weston

Lot 18

James L. Weston
Lucas Weston

Lot 19

James L. Weston
Lucas Weston

Lot 20

James L. Weston
Lucas Weston

Lot 21

Lot 22

Lot 23

Owen Harris
John Harris

Lot 24

Joseph Martin
Joseph Martin

Lot 25

Byron Edwards
Brenda Edwards

Lot 26

William H. Martin
William H. Martin

Lot 27

Howard Wick
Joseph Skelton

Lot 28

Philip A. Carver
Philip A. Carver

Lot 29

Dwaine Pruitt

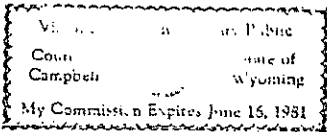
Lot 30

Lot 31

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by [Signature]
this [Day] day of [Month], 1981.

Witness my hand and official seal.



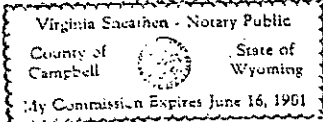
[Signature]
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by [Signature]
this [Day] day of [Month], 1981.

Witness my hand and official seal.



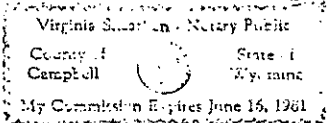
[Signature]
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by [Signature]
this [Day] day of [Month], 1981.

Witness my hand and official seal.



[Signature]
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by _____
this _____ day of _____, 1981.

Witness my hand and official seal.

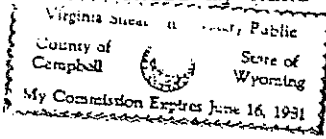
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by Ronald [unclear]
this 10th day of July, 1981.

Witness my hand and official seal.



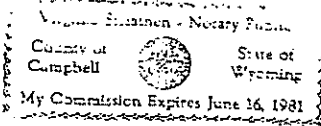
Virginia Swathen
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by [unclear]
this 10th day of July, 1981.

Witness my hand and official seal.



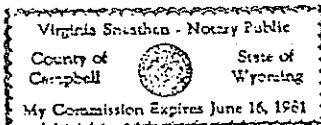
Virginia Swathen
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by [unclear]
this 10th day of July, 1981.

Witness my hand and official seal.



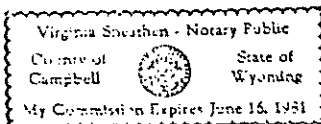
Virginia Swathen
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by Wanda C. [unclear]
this 10th day of July, 1981.

Witness my hand and official seal.



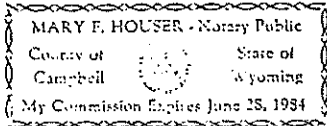
Virginia Swathen
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by Robert L. Drake
this 7 day of July, 1981.

Witness my hand and official seal.



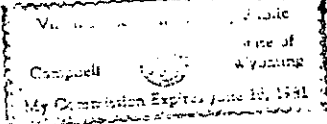
Mary F. Houser
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by _____
this _____ day of _____, 1981.

Witness my hand and official seal.



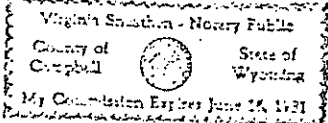
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

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this _____ day of _____, 1981.

Witness my hand and official seal.



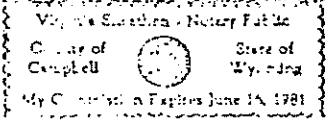
Notary Public

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STATE OF WYOMING)
) ss.
County of Campbell)

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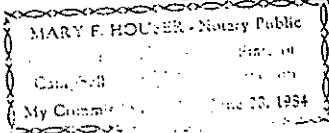
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STATE OF WYOMING)
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Notary Public

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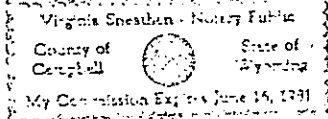
Notary Public

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STATE OF WYOMING)
) ss.
County of Campbell)

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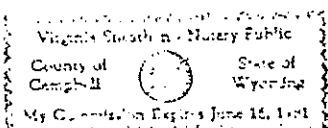
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

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Witness my hand and official seal.



Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

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this _____ day of _____, 1981.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF WYOMING)
) ss.
County of Campbell)

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this _____ day of _____, 1981.

Witness my hand and official seal.

Notary Public

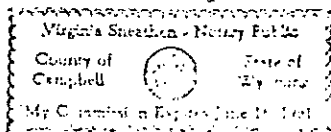
My Commission Expires: _____

STATE OF WYOMING)
) ss.
County of Campbell)

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this _____ day of _____, 1981.

Witness my hand and official seal.



Notary Public

My Commission Expires: _____

STATE OF WYOMING)
) ss.
County of Campbell)

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this _____ day of _____, 1981.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF WYOMING)
) ss.
County of Campbell)

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this _____ day of _____, 1981.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by _____

this _____ day of _____, 1981.

Witness my hand and official seal.

Notary Public

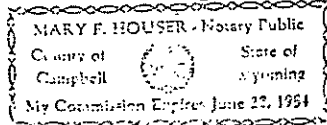
My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by Crew Klein

this 26 day of May, 1981.

Witness my hand and official seal.



Mary F. Houser
Notary Public

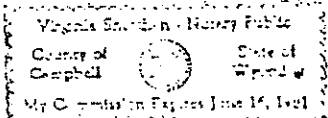
My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by Joseph P. Martin

this 12 day of May, 1981.

Witness my hand and official seal.



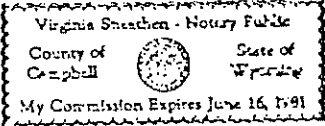
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by George E. Edwards
Donald E. Edwards
this 19th day of December, 1981.

Witness my hand and official seal.



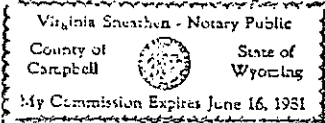
Virginia Swaenhen
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by Thomas C. Clark
this 1st day of January, 1981.

Witness my hand and official seal.



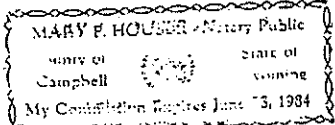
Virginia Swaenhen
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by Howard + Gertrude
Witch
this 5th day of January, 1981.

Witness my hand and official seal.



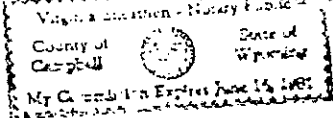
Mary F. House
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing Amendment to Restrictive Covenants was acknowledged before me by Philip A. Warner
Delaney Warner
this 19th day of December, 1981.

Witness my hand and official seal.



Virginia Swaenhen
Notary Public

My Commission Expires:

733513

**ROCKY POINT
SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.**

**DECLARATIONS OF
COVENANTS, CONDITIONS
AND RESTRICTIONS**

P.O. BOX 3533
GILLETTE, WYOMING 82717
PH. (307) 686-1511
FAX NO. 686-1511

Revised in whole or in part
by substitution, and/or deletion
July, 1997
Originals may, if previously
recorded, be on file with the
Campbell County Clerk, Wy.

Bev Thornton
Administrative Secretary/Treasurer

TABLE OF CONTENTS

	ARTICLE	SECTION	PAGE
DEFINATIONS	I		1
Association		1	
Owner		2	
Properties		3	
Common Area		4	
Lot		5	
Declarant		6	
Member		7	
Covenants		8	
Board of Directors		9	
NATURE & PURPOSE OF COVENANTS	II		2
PROPERTY RIGHTS	III		2
Owners' Easement of Enjoyment		1	
Delegation of Use		2	
USE OF RESIDENTIAL LOTS	IV		3-5
Use		1	
Building Requirements		2	
MEMBERSHIP & VOTING RIGHTS	V		6
COVENANT FOR MAINTENANCE ASSESSMENT	VI		6-8
Creation of the Lien		1	
Purpose of Assessment		2	
Annual Assessment		3	
CONTRACTS, LOANS, CHECKS & DEPOSITS	VII		8
Contracts		1	
Checks, Drafts, Etc		2	
Deposits		3	
CORPORATE SEAL	VIII		8
AMENDMENTS	IX		8
Amendment Consent		1	
Conflict		2	

Declaration of Covenants
Page 2

	ARTICLE	SECTION	PAGE
NOTICE	X		9
ACTION WITHOUT MEETING	XI		9
FISCAL YEAR	XII		9

TO THE PUBLIC

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

ROCKY POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by the owners of the following real property:

The Rocky point Subdivision located in the E ½ of the
SW 1/4 of Section 6, Township 49 North, Range 72 West,
6th P.M., Campbell County, Wyoming.

Owners hereinafter referred to as "DECLARANT".

WHEREAS, DECLARANT is the owner of certain property in Campbell County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorded of Campbell County in connection with the Subdivision designated by Campbell County as "ROCKY POINT SUBDIVISION" situated in Campbell County, Wyoming.

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

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

**ARTICLE I
DEFINITIONS**

SECTION 1: "ASSOCIATION" shall mean and refer the ROCKY POINT SUBDIVISION HOMEOWNERS ASSOCIATION, a non-profit Wyoming corporation, its successors and assigns.

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

SECTION 3: "PROPERTIES" shall mean and refer to that certain real property hereinafter be brought within the jurisdiction of the Association.

SECTION 4: "COMMON AREA" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

SECTION 5: "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common area, if any, and streets therein.

SECTION 6: "DECLARANT" shall mean and refer to the present property owners, their successors and assigns if such successors and assigns.

SECTION 7: "MEMBER" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 8: "COVENANTS" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

SECTION 9: "BOARD OF DIRECTORS" or "Board" used herein, shall mean and refer to the duly elected Board of Directors of the Association.

ARTICLE II NATURE AND PURPOSE OF COVENANTS

The covenants, conditions, and restrictions set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots and Common Area for the benefit of all Owners and lots therein. These covenants, restrictions, and conditions are imposed upon DECLARANT and upon the Owners of all lots. Said covenants, conditions and restrictions are for the benefit of all lots, and shall bind the owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot but also his successors and assigns. All such covenants, conditions, and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III PROPERTY RIGHTS

SECTION 1: OWNERS' EASEMENTS OF ENJOYMENT: Every owner shall have a right and easement of enjoyment and use in and to the pressurized water system including all wells and pumps and the streets within said properties, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(A) the right of the Association to assess and charge a reasonable maintenance, operation and usage fee for said utilities and streets. And to impose such charge or assessment as a lien against any property for which such charge or lien has not been paid in accordance with these DECLARATIONS, By-Laws and Articles of Incorporation;

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

(C) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or operating said system and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder;

(D) the right of the Association, through its Board of Directors to adopt and publish rules and regulations and usage fees with respect to said utility facilities and to determine the time and manner of use of the recreation facilities by the members.

(E) the right of the Association, through its Board of Directors to contract with a Water & Sewer District or Joint Powers Board or other entity for the procurement and distribution of water.

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

ARTICLE IV USE OF RESIDENTIAL LOTS

SECTION 1: USE: Each lot within the Properties shall be constructed improved, used and occupied only for private residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) cars. A garage erected or placed upon any lot shall be finished in an exterior, which is of the same material as the dwelling on said lot.

(A) Provided, further, a business office, or a home-type business, such as a beauty shop, may be located in a dwelling or attached thereto. No commercial or industrial type business, however, shall be conducted on said premises after this document is officially recorded.

(B) Any tract or lot may also have a barn or structure for the care of livestock, erected thereon, so long as the construction of the same and the maintenance thereof is equal in quality to the construction of the dwelling located on said lot.

- a. No building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line.
- b. No building shall be located nearer than five feet to an interior line.
- c. For the purposes of this covenant, the steps, eaves and open porches shall not be considered as a part of a building, provided, however, that they shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.
- d. No mobile homes or trailer houses shall be used as dwellings or placed permanently on any lot.
- e. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
- f. Any livestock, poultry or other animals shall be kept in an area which is adequately fenced will keep the same within the owners area, and the premises must be kept in a clean and sanitary condition, so as to not be offensive to adjoining owners. No more than a total of four (4) horse, cattle, sheep, goats or grass grazing animals shall be permitted to be kept on any lot or be watered from any single water tap of the water system of the subdivision.
- g. No lot shall be used or maintained as a dumping ground for rubbish, trash garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and sanitary.
- h. No individual sewage disposal system shall be permitted on any lot, unless such system has been designed, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Public Health Department.

SECTION 2: BUILDING REQUIREMENTS: The following applies to all new and existing construction in the ROCKY POINT SUBDIVISION unless a written variance is granted from the Board of Directors of the ROCKY POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC. (The Board).

1. No barn, garage or other exterior structure shall be constructed on any lot without the prior approval of a majority vote by the Board. The Board has the right to reject building plans if it is their opinion that the building may have a negative effect on the property values in the Subdivision.

2. Before construction begins, building plans must be submitted for approval at the monthly board meeting and allowed at least one month's time for review.
3. Items in the plans should include but are not limited to:
 - a. Intended use of building
 - b. Set back and side lot lines
 - c. Size
 - d. Building specifications, including materials to be used for walls, roof and siding.
 - e. Utility plan
 - f. Estimated time of completion
4. Buildings must meet or exceed all federal, state and local specifications, codes and ordinances, including Campbell County and Rocky Point Subdivision Homeowners Association, Inc. Restrictive Covenants.
5. Colored metal buildings (except galvanized tin) will be allowed upon approval of the Board.
6. Building must be four-sided with a centered pitch roof.
7. Roofing materials shall be limited to asphalt shingles, colored metal, or materials approved by the Board. They must be the same as the dwelling.
8. All openings in buildings must have working doors and/or windows.
9. Construction of new buildings or renovation of existing structures must be completed within nine (9) months.
10. Lots shall be used for residential purposes only.
11. Other than the following structures, no building shall be erected, altered, placed or permitted to remain on any lot without the permission of the Board of Directors.
 - A. Any lot may have a barn or structure for the care of livestock or other non-commercial activity (exterior finish must be the same material as the dwelling).
12. No structure shall be located nearer than ten (10) feet from an interior side property line, twenty-five (25) feet from the rear property line, and eighty-five (85) feet from the front property line. For the purpose of this Covenant, the steps, eaves and open porches shall not be considered as part of a building.
13. All detached structures must be constructed behind the front line of the dwelling.

14. All property owners with existing structures will have two years from the date this is approved by the Board to comply with the amended covenants or to get a written variance from the Board. Failure to comply with these Covenants may result in liens, fines or other legal actions taken by the Board against the property owner.

**ARTICLE V
MEMBERSHIP AND VOTING RIGHTS**

SECTION 1: Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS**

SECTION 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The Declarant, for each Lot owned within the properties, hereby covenants and each owner of any Lot by acceptance of a deed therefor, 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 monthly, for operating reasons, assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the maintenance, preservation and operation of the pressurized water system, including wells and pumps, streets, and the Common Area, if any.

SECTION 3: ANNUAL ASSESSMENT: shall be voted upon by the membership in (2) methods as follows:

A For the purpose of all water assessments, voting members shall be the owners of the parcel of land to which a water tap has been made, or which benefits from the water distribution system for the purpose of construction of a single or dual family dwelling unit, regardless of the fact that there may be owners of lots to which no water tap has been made. When more than one person owns an interest in a lot to which a water tap has been made, all such persons shall be members. The vote for such water shall be exercised as they, among themselves, determine, but, in no event shall more than one (1) vote be cast with respect to any water tap. When two (2) or more persons are stockholders in a corporation holding an interest in any lot to

which a water tap has been made, one (1) and only one (1) shall be a member for voting purposes. Provided however, in the event a water tap is made for a dual family dwelling unit, the assessment for such water tap shall be twice the amount of that of a single family dwelling unit.

B. For the purposes of paving and other common facilities, the Owner or Owners of a dedicated lot shall be entitled to one (1) vote for each such lot. When more than one person owns an interest in such a lot, the vote shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to said lot. When two (2) or more persons are shareholders in a corporation holding an interest in any dedicated lot, one (1), and only one (1), shall be a member for voting purposes.

C. A majority of a quorum of the members present at the annual meeting shall determine the levy for the annual homeowners assessment for the upcoming year for all services and facilities which the Association is authorized to levy and assess.

D. All assessments shall be billed on a monthly basis. Any monthly assessment which is not paid within thirty (30) days shall be considered delinquent.

E. In the event the homeowner moves or sells their property when a balance remains on deposit, they shall be entitled to return of the deposit after deducting any unpaid assessments. The deposit shall be returned within fifteen (15) days after notification by the homeowner of termination of services to him.

F. Annual assessments shall continue to be determined as provided in the Articles of Incorporation, By-Laws, and Declaration of Covenants governing operation of the roads & trash.

G. Any assessment which is delinquent, shall have added to the amount of the assessment a late charge in the amount of ten (\$10) dollars for each and every month that said assessment remains unpaid. Any delinquent assessment which remains unpaid after notification of such delinquency, may at the discretion of the Board, be turned over to an attorney for collection. In the event it is necessary to turn any delinquent account over to an attorney, the following procedure and fees shall be used:

- a. After an account is turned over to the attorney, the attorney shall first send out a demand letter stating the unpaid balance. To the unpaid balance shall be added the sum of \$40.00 plus the attorney's fee in sending out said letter. In the event payment is not received within ten (10) days after the date of the demand letter, the attorney shall be authorized to file a civil complaint against the delinquent homeowner.
- b. In the event a civil complaint is filed, there shall be added to the delinquent amount of the homeowner's account the sum of One Hundred Twenty (120.00) Dollars plus the costs and attorney's fees for the filing said complaint.

- c. In the event any delinquent account is not paid after filing of the civil complaint and it is necessary for the attorney to appear at the hearing in the matter, the delinquent account shall be assessed an additional sum of One Hundred Twenty Dollars (\$120) plus attorney's fee incurred as a result of having to attend said hearing.

H. Any delinquent account which has been reduced to a judgement may be executed upon as provided by the laws of the State of Wyoming.

I. Any account which is delinquent as of the date of adoption of these Covenants shall be subject to the enforcement provisions as provided in this Article.

ARTICLE VII CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1: CONTRACTS: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2: CHECKS, DRAFTS, ETC.: All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by two (2) officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 3: DEPOSITS: All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VIII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: **ROCKY POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.** or **ROCKY POINT HOMEOWNERS ASSOCIATION, INC.**

ARTICLE IX AMENDMENTS

SECTION 1: These Declaration of Covenants may be amended by consent of two-thirds (2/3) of the entire membership, in person or by proxy and must be notarized as required by the County of Campbell. Amendments must be recorded with the County of Campbell within a reasonable period of time and not to exceed three (3) months.

SECTION 2: CONFLICT: In the case of any conflict between the Articles of Incorporation and these Covenants, the Articles of Incorporation shall control; and in the case of any conflict between the Covenants and By-Laws, the Covenants shall control.

**ARTICLE X
NOTICE**

Whenever any notice is required to be given to any member or director, a WAIVER thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

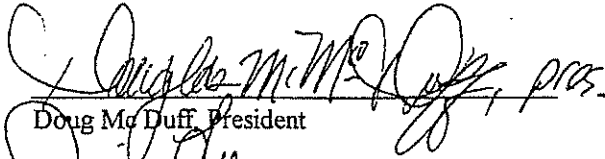
**ARTICLE XI
ACTION WITHOUT MEETING**

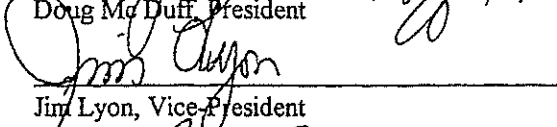
Any action which may be taken at a meeting of the members or directors may be taken WITHOUT A MEETING if a consent in writing, setting forth the action so taken, is signed by all the members or directors entitled to vote with respect to the subject matter thereof.

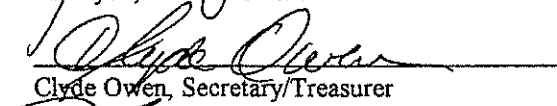
**ARTICLE XII
FISCAL YEAR**

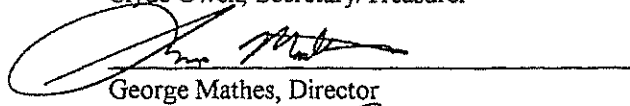
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

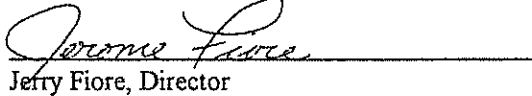
IN WITNESS WHEREOF, we, being all of the directors of ROCKY POINT
SUBDIVISION HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this
24th day of June, 1998.


Doug Mc Duff, President


Jim Lyon, Vice-President


Clyde Owen, Secretary/Treasurer


George Mathes, Director


Jerry Fiore, Director

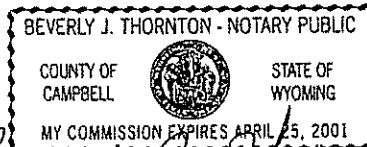
STATE OF WYOMING
COUNTY OF CAMPBELL


The above and foregoing instrument was acknowledged before me this

24th day of June, 1998, by Doug Mc Duff, Jim Lyon,
Clyde Owen, George Mathes and Jerry Fiore, as directors of ROCKY POINT SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.

Witness my hand and official seal.

My Commission Expires: April 25, 2001




Beverly J. Thornton, Notary Public

ROCKY POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ADOPTED AND APPROVED THIS 7 DAY OF October, 1997
NAME ADDRESS

James H. Lyon 4808 Rocky Point Dr.
Gillette, Wyoming 82718

D. Allen 5111 Rocky Pt. Dr.
Gillette, Wyoming 82718

Brenda Edwards 4909 Rocky Point Dr
Gillette, Wyoming 82718

Dorothy A. Henley 4469 Rocky Pt. Dr.
Gillette, Wyoming 82718

James M. Duff 4500 Rocky Point Dr
Gillette, Wyoming 82718

Clyde Owen 4509 Rocky Point Dr.
Gillette, Wyoming 82718

Kevin Anderson 5100 Rocky Point Dr.
Gillette, Wyoming 82718

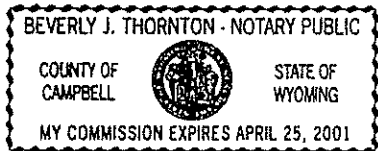
James H. Lyon 4501 Rocky Point Drive
Gillette, Wyoming 82718

State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by GEORGE MATHEWS JR, James H Lyon, D. ALLEN, BRENDA EDWARDS, DOROTHY HENLEY, DOUG M. DUFF, CLYDE OWEN, KEVIN ANDERSON

this 7th Day of October, 1997.

Witness my hand and official seal



My commission Expires: April 25, 2001

Beverly J. Thornton
Beverly J. Thornton, Notary Public

ROCKY POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ADOPTED AND APPROVED THIS 7 DAY OF October, 1997
NAME ADDRESS

Jim Rienes 4601 Rocky Pt.
Gillette, Wyoming 82718

Vickie Wood 4703 Rocky Point Dr.
Gillette, Wyoming 82718

Jerome Fidge 4506 Rocky Point Dr.
Gillette, Wyoming 82718

Paulette Kruger 4802 Rocky Point Dr.
Gillette, Wyoming 82718

Owen Heins 4709 Rocky Point
Gillette, Wyoming 82718

Amy Hetzer 4902 Rocky Point
Gillette, Wyoming 82718

Victoria M Semlek 4606 Rocky Pt Dr.
Gillette, Wyoming 82718

Kevin Maskins 5003 Rocky Point Dr.
Gillette, Wyoming 82718

State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Jim Rienes, Vickie Wood, Jerome Fidge, Paulette Kruger, Owen Heins, Amy Hetzer, Victoria M Semlek, Kevin Maskins

this 7 Day of October, 1997.

Witness my hand and official seal



My commission Expires: April 25, 2001

Beverly J. Thornton
Beverly J. Thornton, Notary Public

ROCKY POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ADOPTED AND APPROVED THIS 7 DAY OF October, 1997
NAME ADDRESS

Virginia Haynes 4602 Rocky Point Dr
Gillette, Wyoming 82718

David W. Daigle 5009 Rocky Pt Dr
Gillette, Wyoming 82718

Irene Wardman 4908 Rocky Pt - Gillette, WY
Gillette, Wyoming 82718

Gillette, Wyoming 82718

Gillette, Wyoming 82718

Gillette, Wyoming 82718

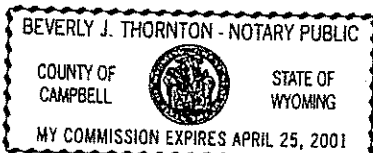
Gillette, Wyoming 82718

Gillette, Wyoming 82718

State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Virginia Haynes,
DAVID W. DAIGLE, IRENE WARDMAN

this 7 Day of October, 1997.
Witness my hand and official seal



My commission Expires: April 25, 2001

Beverly J. Thornton
Beverly J. Thornton, Notary Public

ROCKY POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ADOPTED AND APPROVED THIS 6 DAY OF FEBRUARY, 1998
NAME ADDRESS

Kay Dwyer 4809 Rocky Point Dr.
Gillette, Wyoming 82718

Ann Lyda 5111 Rocky Point Dr.
Gillette, Wyoming 82718

Gillette, Wyoming 82718

Gillette, Wyoming 82718

STATE OF WYOMING } ss.
Campbell County

Filed for record this 25th day of June
A.D., 19 98 at 2:02 o'clock A. M. and recorded
in Book 1487 of Photos RECORDED
on page 76-92 Fees 38.00 ABSTRACTED
INDEXED
CHECKED

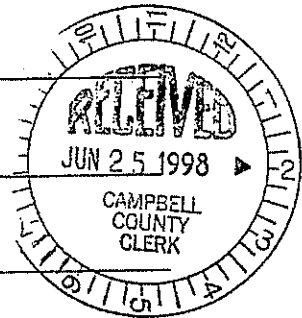
Susan F. Saunders
County Clerk and Ex-Officio Register of Deeds 733513
By Deputy Cheryl Under

Gillette, Wyoming 82718

Gillette, Wyoming 82718

Gillette, Wyoming 82718

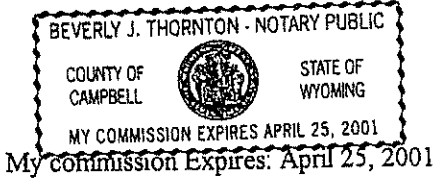
Gillette, Wyoming 82718



State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Kay DWYER

this 10th Day of FEBRUARY, 1998.
Witness my hand and official seal



Beverly J. Thornton
Beverly J. Thornton, Notary Public