

671635

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
NORTHLAND VILLAGE ESTATES HOMEOWNERS ASSOCIATION  
Northland Village Mobile Home Park -First Filing, Phase 1

THIS DECLARATION is made by and between Keith Kuehnbekker  
& Clifford M. Ellingson  
hereinafter referred to as DECLARANT.

W I T N E S S E T H :

WHEREAS DECLARANT is the owner of certain property in Campbell County, Wyoming, which is more particularly described on the plat map as the same that is filed for record with the County Clerk and Recorder of Campbell County in connection with the Subdivision designated by Campbell County as NORTHLAND Village Estates situate in Campbell County, as the same is described in Exhibit A attached.

AND WHEREAS, in order to establish a general plan for the improvement and development of the Properties, DECLARANT desires to subject the Properties to certain conditions, covenants and restrictions, up and subject to which all of the Properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges 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 to NORTHLAND VILLAGE ESTATES HOMEOWNERS ASSOCIATION, a nonprofit 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 hereinbefore described, and such additions thereto as may hereafter 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. The Common Area to be owned by the Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated on the recorded plat map in Book \_\_\_ of Photos, page \_\_\_ of the records of Campbell County, Wyoming or future recorded plat maps. The resubdivision plat describes the Association property (common area), including Lot 1 Block 12, Block 6, Lot 1 Block 9 and Lot 14, Block 9.

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 KEITH KUCHENBREKER and OLIVER M. ELLINGSON, ~~husband and wife~~, and and, their successors and assigns.

Section 7: Member shall mean and refer to every person or entity who holds membership in the Association. See Article V.

Section 8: The term 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: The term Board of Directors or Board used herein, shall mean and refer to the duly elected Board of Directors of the Association. There shall be 3 directors serving three (3) year terms. The initial board shall consist of 1 directors serving for one (1) year, 1 directors for a two (2) year term, and 1 directors serving for a three (3) year term. Thereafter each director shall serve a three year term. Elections shall be held each year during January. The owner of each lot shall be entitled to one vote, except DECLARANT, who is entitled to four (4) votes per lot they own (See Article V). The Directors are responsible to handle the financial matters of the Association and shall report annually to all Association members.

Section 10: The water supply, well, storage tank and lines are a private system and are owned and maintained by the Association. The sewage collection system is a private system and is owned and maintained by 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 and to provide for the maintenance, operation and replacement of the private water and private sewer systems 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. The Owners and the Association shall have the right to enforce these covenants.

ARTICLE III

PROPERTY RIGHTS

Section 1 - OWNERS' EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and to the privately owned sewage system, the privately-owned pressurized water system including all wells and pumps 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 to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, 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, Bylaws and Articles of Incorporation. The Association is responsible to maintain the sewer and water, and the Common Area.

(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 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 is approved by two-thirds (2/3) of members;

(d) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving or operating said systems 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;

(e) 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.

Section 2 - DELEGATION OF USE: Any owner may delegate, in accordance with the Bylaws, his right of enjoyment and use in and to the Common Area, 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 AND COMMON AREA

Section 1 - USE: Each lot within the Properties, except for the Common Area and Commercially zoned lots, shall be constructed improved, used and occupied only for private residential purposes consistent with the Zoning Regulations for the City of Gillette and Campbell County in effect on the date that said construction, improvement, use or occupation begins.

Section 2 - PETS AND OTHER ANIMALS: Dogs, cats, or usual and ordinary household pets may be kept in any dwelling subject to the conditions below. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for any commercial purpose. Pets will be permitted, provided they are contained within the home. Pets shall not be permitted to be tied on a lead chain or leash in the yard of the house or home. Pets must be kept within chain link fence or other secure fence provided for containment of said household pets in the yard.

Section 3 - COMMERCIAL USE: No part of the residential Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other nonresidential purposes including but not limited

to stores, shops, repair shops, storage or repair garage, restaurant, dance hall, or other public place of amusement, except DECLARANT, its successors or assigns, may use Properties for a model home site, and display and sales office during the construction and sales period.

Section 4 - SIGNS: Signs shall not be permitted other than a FOR SALE sign not to exceed 2' by 3' in size and posted in accordance with local laws and regulations. DECLARANT has the right to erect larger signs.

Section 5 - OTHER STRUCTURES: 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 for a development construction or sales office which shall be removed upon the sale of the last lot. No trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be permitted to remain upon any property with the Properties, unless placed or maintained within an enclosed garage.

Section 6 - DRILLING: No oil drilling, oil development, oil defining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any lot.

Section 7 - TRASH COLLECTION: Trash collection will be provided by the City of Gillette pursuant to current city ordinances and policies.

Section 8 - COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a three-fourths (3/4) majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

Section 9 - ARCHITECTURAL COMMITTEE: No building shall be erected, placed or altered on any lot until the construction, plans and specifications, together with the lot plan showing the location of the structure on the lot have been approved by an Architectural Committee composed of the DECLARANTS and two members of the Association. The Committee has the right to vary the front yard setback by a maximum of 10 feet, but only for single wide mobile homes 70 feet or longer that are placed on temporary foundations. The Committee shall also submit a copy of all site plans to the City of Gillette Building Department.

All permanent foundations need to be reviewed initially by the Architectural Committee but all permanent foundations will require submittal of plans and specifications to the City Building Division and will require compliance with all applicable City Codes regarding foundations, structures and setbacks.

Section 10 - SKIRTING: Any mobile home(s) brought onto a lot(s) shall be skirted within sixty (60) days after being moved onto the lot. All skirting must be approved by the Architectural Committee.

Section 11 - FENCES: No front yard fences, walls, or barriers of any kind are permitted. Any new perimeter fences constructed on the rear or side lot lines must be four feet or less in height. Fences must be of new material, must meet the approval of the architectural committee, in advance, and must be kept in a state of good repair. Privacy fences, patio enclosures, etc., must also be approved by the architectural committee prior to construction.

Section 12 - UNDERGROUND UTILITIES: All utilities, including but not limited to, electricity, natural gas, telephone, and cable TV must be placed underground. Any fuel tanks used must be screened from public view.

Section 13 - DRIVEWAYS: Driveways shall be constructed to meet City of Gillette design and construction standards.

Section 14 - VEHICLES: Only those motor vehicles in normal operating condition, licensed for the current year, and in general daily use shall be kept on the property. All recreational vehicles, boats, and trailers shall be in a storage area other than on lot. No commercial vehicles may be kept on any lot at any time, except for pickup trucks and other similar small trucks that are well-maintained and in operating condition. No major repairs can be made to any vehicle unless performed inside the homeowner's garage.

Section 15 - NUISANCES: No nuisances or offensive activity shall be carried on within the subdivision, 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 subdivision.

Section 16 - LAWNS: Lawns must be mowed as frequently as necessary in order to be kept in a neat-appearing condition. No uncut weeds will be allowed. The owner of each lot shall establish a lawn during the first growing season after completion of a home on a lot.

Section 17 - COMMON AREAS: The Common Areas shall be maintained by the Association in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

Section 18 - ENFORCEMENT: Enforcement shall be by proceedings at law or equity against any person or persons in accordance with the provisions contained herein.

Section 19 - EASEMENTS: No owner shall place any permanent structure, foundation, accessory building, or object over an easement. A structure may be placed on temporary piers over the private water and private sewer lines but cannot be placed on or over any other utility lines. The Homeowners Association has the right to require owners to remove said permanent structure, foundation, accessory building, or object from an easement. The Homeowners Association is responsible at its cost to remove and replace any permitted structure, which has been placed on temporary piers and is located over the water/sewer lines, in order to maintain or repair said lines. Permanent includes, but is not limited to, a foundation, etc. attached to the land.

Section 20 - LOCAL IMPROVEMENT DISTRICT (LID) - When a lot is purchased and if the Homeowners Association requests the formation of a LID or if the association becomes insolvent and the City of Gillette agrees to take over the duties of the Association, then each lot owner agrees to the formation of a LID and waives any protest to its formation.

#### ARTICLE V

##### MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. All owners, with the exception of the DECLARANT, shall be entitled to one vote for each lot. DECLARANT shall have four (4) votes for each lot owned by DECLARANT. When 80% of the lots have been conveyed by DECLARANT, DECLARANT shall be entitled to only one (1) vote per lot. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. When two or more persons are stockholders in a corporation holding an interest in any lot, one, and only one, shall be a member for voting purposes.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The DECLARANT, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed 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 more frequent if necessary for operating, reasons, assessments or charges, and (2) special

assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each 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, replacement, and operation of the sewage system, pressurized water system, including wells and pumps, the Common Area, and Association costs.

Section 3 - MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum equal assessment shall be Four Hundred Twenty Dollars (\$420.00) per year per occupied lot at Thirty-five Dollars (\$35.00) per month and One Hundred Twenty Dollars (\$120.00) per year per unoccupied lot at Ten Dollars (\$10.00) per month. The DECLARANT shall be responsible for the remaining amount of the yearly costs. DECLARANT does not pay annual or special assessments on a per lot basis.

(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 without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual 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 upon the said utilities and Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.



Section 5 - NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentage to be made up of people attending in person and those voting by proxy.

Section 6 - RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rate for all lots not owned by DECLARANT and may be collected on a monthly basis.

Section 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 the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates 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 for 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 therein stated to have been paid.

Section 8 - EFFECT OF 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 a sum to be determined by the Association, but no to exceed \$10.00 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

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

- 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 Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be 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 action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the owners or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage, and convey such lot upon its purchase. Upon 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 in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

c. Curing the Default: Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting owner, of a fee to be determined by the Association, but not to exceed Fifty Dollars (\$50.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

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

e. Mortgage Protection Clause: No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

Section 9 - SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, 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 thereafter becoming due or from the lien thereof.

Section 10 - INSURANCE ASSESSMENTS: The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for the buildings and improvements subject to the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards 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 Area, 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 fire or other 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 damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by 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 of rebuilding of such destroyed building, buildings, or other 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

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, one (1) Board member and two (2) owners to supervise the management of the maintenance, preservation and use of the utilities, Common Area and related facilities described hereto.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1 - ENFORCEMENT: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in not affect any other provisions which shall remain in full force and effect.

Section 3 - AMENDMENT: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4 - DISSOLUTION: The Association may not be dissolved without the prior permission of the Gillette City Council.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 6th day of April, 1993.

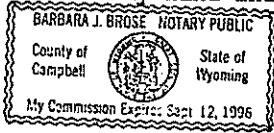
DECLARANT:

Kath Kichenbeker  
Clifford M. Ellingson

STATE OF WYOMING )  
County of Campbell ) ss:

The foregoing instrument was acknowledged before me this 6th day of April, 1993, by Kath Kichenbeker

Witness my hand and official seal.



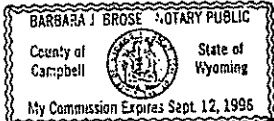
Barbara J. Brose  
NOTARY PUBLIC

My commission expires: 9/12/96

STATE OF WYOMING )  
County of Campbell ) ss:

The foregoing instrument was acknowledged before me this 6th day of April, 1993, by Clifford M. Ellingson

Witness my hand and official seal.



Barbara J. Brose  
NOTARY PUBLIC

My commission expires: 9/12/96

-13-

STATE OF WYOMING )  
Campbell County ) ss.  
Filed for record this 5th day of May A.D. 19 93 at 3:04 o'clock P. M. and recorded in Book 1238  
of Photos on page 490-502 Fees \$ 30.00 671635  
Shirley E. Addison RECORDED  
County Clerk and Ex-Officio Register of Deeds ABSTRACTED  
INDEXED  
CHECKED By Deputy Rosalie M. Johnson

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 NORTHLAND VILLAGE ESTATES HOMEOWNERS ASSOCIATION  
 Northland Village Mobile Home Park- \_\_\_\_\_ First Filing Phase II

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and Clifford M. Ellingson, Bonita Ellingson, Linda Kuchenbecker,  
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Section 7: Member shall mean and refer to every person or entity who holds membership in the Association. See Article V.

Section 8: The term 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: The term Board of Directors or Board used herein, shall mean and refer to the duly elected Board of Directors of the Association. There shall be 3 directors serving three (3) year terms. The initial board shall consist of 1 directors serving for one (1) year, 1 directors for a (2) year term, and 1 directors serving for a three (3) year term. Thereafter each director shall serve a three year term. Elections shall be held each year during January. The owner of each lot shall be entitled to one vote, except the DECLARANT, who is entitled to four (4) votes per lot they own (see Article V). The Directors are responsible to handle the financial matters of the Association and shall report annually to all Association members.

Section 10: The water supply, well, storage tank and lines are a private system and are owned and maintained by the Association. The sewage collection system is a private system and is owned and maintained by 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 and to provide for the maintenance, operation and replacement of the private water and private sewer systems for the benefit of all Owners and lots therein. These covenants, restrictions, and conditions are imposed upon DECLARANT and upon Owners of all lots. Said covenants, conditions, and restrictions are for the benefit of all lots, and shall bind the heirs 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. The Owners and the Association shall have the right to enforce these covenants.

ARTICLE III

PROPERTY RIGHTS

Section 1 - OWNERS' EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and to the privately owned sewage system, the privately-owned pressurized water system including wells and pumps 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 to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, 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, Bylaws and Articles of Incorporation. The Association is responsible to maintain the sewer and water, and the Common Area.

(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 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 is approved by two-thirds (2/3) of members;

(d) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving or operating said systems 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;

(e) 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.

Section 2 - DELEGATION OF USE: Any owner may delegate, in accordance with the Bylaws, his right of enjoyment and use in and to the Common Area, 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 AND COMMON AREA

Section 1 - USE: Each lot within the Properties, except for the Common Area and Commercially zoned lots, shall be constructed, improved, used and occupied only for private residential purposes consistent with the Zoning Regulations for the City of Willette and Campbell County in effect on the date that said construction, improvement, use or occupation begins.

Section 2 - PETS AND OTHER ANIMALS: Dogs, cats, or usual and ordinary household pets may be kept in any dwelling subject to the conditions below. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for any commercial purpose. Pets will be permitted, provided they are contained within the home. Pets shall not be permitted to be tied in a lead chain or leash in the yard of the house or home. Pets must be kept within chain link fence or other secure fence provided for containment of said household pets in the yard.

Section 3 - COMMERCIAL USE: No part of the residential properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other nonresidential purposes including but not limited

stores, shops, repair shops, storage or repair garage, taurant, dance hall, or other public place of amusement, ext DECLARANT, its successors or assigns, may use Properties a model home site, and display and sales office during the struction and sales period.

Section 4 - SIGNS: Signs shall not be permitted other than OR SALE sign not to exceed 2' by 3' in size and posted in accordance with local laws and regulations. DECLARANT has the ht to erect larger signs.

Section 5 - OTHER STRUCTURES: No structure of a temporary racter, trailer, basement, tent, shack, garage, barn or other -building shall be used on any lot at any time as a idence, either temporarily or permanently, except for a de- opment construction or sales office which shall be removed n the sale of the last lot. No trailer, camper, boat, truck ger than a three-quarter (3/4) ton pickup, or similar equip- t shall be permitted to remain upon any property with the erties, unless placed or maintained within an enclosed age.

Section 6 - DRILLING: No oil drilling, oil development, oil ining, quarrying, or mining operations of any kind shall be mitted upon or in any lot, nor shall oil wells, tanks, nels, or mineral excavations or shafts be permitted upon the rface of any lot or within five hundred (500) feet below the rface of the Properties. No derrick or other structure de- gned for use in boring for water, oil, or natural gas shall be ected, maintained or permitted upon any lot.

Section 7 - TRASH COLLECTION: Trash collection will be pro- ded by the City of Gillette pursuant to current city ordi- nces and policies.

Section 8 - COVENANTS: These covenants are to run with the nd and shall be binding on all parties an all persons claiming der them for a period of 30 years from the date these cove- nts are recorded, after which time said covenants shall be au- matically extended for successive periods of ten (10) years, less an instrument signed by a three-fourths (3/4) majority of e then owners of the lots has been recorded agreeing to the ange of said covenants in whole or in part.

Section 9 - ARCHITECTURAL COMMITTEE: No building shall be ected, placed or altered on any lot until the construction, ans and specifications, together with the lot plan showing the ocation of the structure on the lot have been approved by an chitectural Committee composed of the DECLARANTS and two mbers of the Association. The Committee has the right to vary e front yard setback by a maximum of 10 feet, but only for ngle wide mobile homes 70 feet or longer that are placed on mporary foundations. The Committee shall also submit a copy e all site plans to the City of Gillette Building Department.

permanent foundations need to be reviewed initially by the Architectural Committee but all permanent foundations will require submittal of plans and specifications to the City Building Division and will require compliance with all applicable City codes regarding foundations, structures and setbacks.

Section 10 - SKIRTING: Any mobile home(s) brought onto a lot(s) shall be skirted within sixty (60) days after being moved to the lot. All skirting must be approved by the Architectural Committee.

Section 11 - FENCES: No front yard fences, walls, or barriers of any kind are permitted. Any new perimeter fences constructed on the rear or side lot lines must be four feet or less in height. Fences must be of new material, must meet the approval of the architectural committee, in advance, and must be kept in a state of good repair. Privacy fences, patio enclosures, etc., must also be approved by the architectural committee prior to construction.

Section 12 - UNDERGROUND UTILITIES: All utilities, including but not limited to, electricity, natural gas, telephone, and cable TV must be placed underground. Any fuel tanks used must be screened from public view.

Section 13 - DRIVEWAYS: Driveways shall be constructed to meet City of Gillette design and construction standards.

Section 14 - VEHICLES: Only those motor vehicles in normal operating condition, licensed for the current year, and in general daily use shall be kept on the property. All recreational vehicles, boats, and trailers shall be in a storage area other than on lot. No commercial vehicles may be kept on any lot at any time, except for pickup trucks and other similar small trucks that are well-maintained and in operating condition. No major repairs can be made to any vehicle unless performed inside the homeowner's garage.

Section 15 - NUISANCES: No nuisances or offensive activity shall be carried on within the subdivision, 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 subdivision.

Section 16 - LAWNS: Lawns must be mowed as frequently as necessary in order to be kept in a neat-appearing condition. No cut weeds will be allowed. The owner of each lot shall establish a lawn during the first growing season after completion of home on a lot.

Section 17 - COMMON AREAS: The Common Areas shall be maintained by the Association in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

Section 18 - ENFORCEMENT: Enforcement shall be by proceedings at law or equity against any person or persons in accordance with the provisions contained herein.

Section 19 - EASEMENTS: No owner shall place any permanent structure, foundation, accessory building, or object over an easement. A structure may be placed on temporary piers over the water and private sewer lines but cannot be placed on or over any other utility lines. The Homeowners Association has the right to require owners to remove said permanent structure, foundation, accessory building, or object from an easement. The Homeowners Association is responsible at its cost to remove and replace any permitted structure, which has been placed on temporary piers and is located over the water/sewer lines, in order to maintain or repair said lines. Permanent includes, but is not limited to, a foundation, etc. attached to the land.

Section 20 - LOCAL IMPROVEMENT DISTRICT (LID) - When a lot is purchased and if the Homeowners Association requests the formation of a LID or if the association becomes insolvent and the City of Gillette agrees to take over the duties of the association, then each lot owner agrees to the formation of a LID and waives any protest to its formation.

#### ARTICLE V

##### MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. All owners, with the exception of the DECLARANT, shall be entitled to one vote for each lot. The DECLARANT shall have four (4) votes for each lot owned by the DECLARANT. When 80% of the lots have been conveyed by the DECLARANT, the DECLARANT shall be entitled to only one (1) vote per lot. When more than one person holds an interest in any lot, 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 one or more persons are stockholders in a corporation holding an interest in any lot, one, and only one, shall be a member for voting purposes.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The DECLARANT, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed 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 more frequent if necessary for operating, reasons, assessments or charges, and (2) special

assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each 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 creation, health, safety, and welfare of the residents in the properties and for the maintenance, preservation, replacement, and operation of the sewage system, pressurized water system, including wells and pumps, the Common Area, and Association costs.

Section 3 - MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum equal assessment shall be Four Hundred Twenty Dollars (\$420.00) per year per occupied lot at Thirty-five Dollars (\$35.00) per month and One Hundred Twenty Dollars (\$120.00) per year per unoccupied lot at Ten Dollars (\$10.00) per month. The DECLARANT shall be responsible for the remaining amount of the yearly costs. DECLARANT does not pay annual or special assessments on a per lot basis.

(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 without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual 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 upon the said utilities and Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5 - NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentage to be made up of people attending in person and those voting by proxy.

Section 6 - RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rate for all lots not owned by the DECLARANT and may be collected on a monthly basis.

Section 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 the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The 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 for such month. 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 therein stated to have been paid.

Section 8 - EFFECT OF NONPAYMENT OF ASSESSMENTS - REMEDIES AVAILABLE TO THE ASSOCIATION:

(a) Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but no to exceed \$10.00 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

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

- 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 association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, 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 action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, at said method of enforcement shall not be exclusive but shall in addition to any other rights or remedies which the owners of the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage, and convey such lot upon its purchase. Upon 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 in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

c. Curing the Default: Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting owner, of a fee to be determined by the Association, but not to exceed Fifty Dollars (\$50.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

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

e. Mortgage Protection Clause: No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

Section 9 - SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, 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 thereafter becoming due or from the lien thereof.

Section 10 - INSURANCE ASSESSMENTS: The Board of Directors, its duly authorized agent, shall have the authority to and shall obtain insurance for the buildings and improvements subject to the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards 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 the Common Area, 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 fire or other 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 damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, and the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of



ctors shall advertise for sealed bids with any licensed ractors, and then may negotiate with any contractor who l be required to provide a full performance and payment bond the repair, reconstruction of rebuilding of such destroyed ding, buildings, or other improvements. In the event the rance proceeds are insufficient to pay all the costs of iring and/or rebuilding to the same condition as formerly, Board of Directors shall levy a special assessment against owners in such proportions as the Board of Directors deem and equitable in the light of the damage sustained to make ny deficiency. In the event such insurance proceeds exceed cost of repair and reconstruction, such excess shall be paid to the owners in such proportions as the Board of Directors fair and equitable.

#### ARTICLE VII

The Board of Directors may in its discretion appoint a Man-ent Committee composed of three (3) or more representatives, (1) Board member and two (2) owners to supervise the manage- of the maintenance, preservation and use of the utilities, ion Area and related facilities described hereto.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1 - ENFORCEMENT: The Association, or any owner, l have the right to enforce, by any proceeding at law or in ty, all restrictions, conditions, covenants, reservations, is and charges now or hereinafter imposed by the provisions his Declaration. Failure by the Association or by any owner nforce any covenant or restriction herein contained shall in vent be deemed a waiver of the right to do so thereafter.

Section 2 - SEVERABILITY: Invalidation of any one of these nants or restrictions by judgment or court order shall in affect any other provisions which shall remain in full force effect.

Section 3 - AMENDMENT: The covenants and restrictions of s Declaration shall run with and bind the land, for a term of ty (30) years from the date this Declaration is recorded, ar which time they shall be automatically extended for suc- sive periods of ten (10) years.

Section 4 - DISSOLUTION: The Association may not be dis- ved without the prior permission of the Gillette City cil.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT  
ain, has hereunto set its hand and seal this 3 day of  
August, 1994.

DECLARANT:

Kath Kuchenbecker  
Clifford M. Ellingson  
Linda Kuchenbecker  
Bonita Ellingson

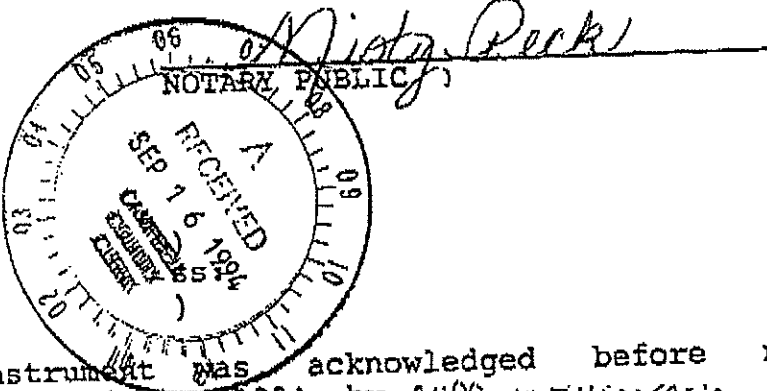
STATE OF WYOMING  
County of Campbell

)  
SS:  
)

The foregoing instrument was acknowledged before me  
is 3 day of August, 1994, by Kath Kuchenbecker.  
Linda Kuchenbecker

Witness my hand and official seal.

MISTY PECK  
County of  
Campbell  
My Commission Expires:  
Notary Public  
State of  
Wyoming  
June 23, 1998



My commission expires:

STATE OF WYOMING  
County of Campbell

The foregoing instrument was acknowledged before me  
this 3 day of August, 1994, by CLIFFORD M. ELLINGSON.  
Bonita Ellingson

Witness my hand and official seal.

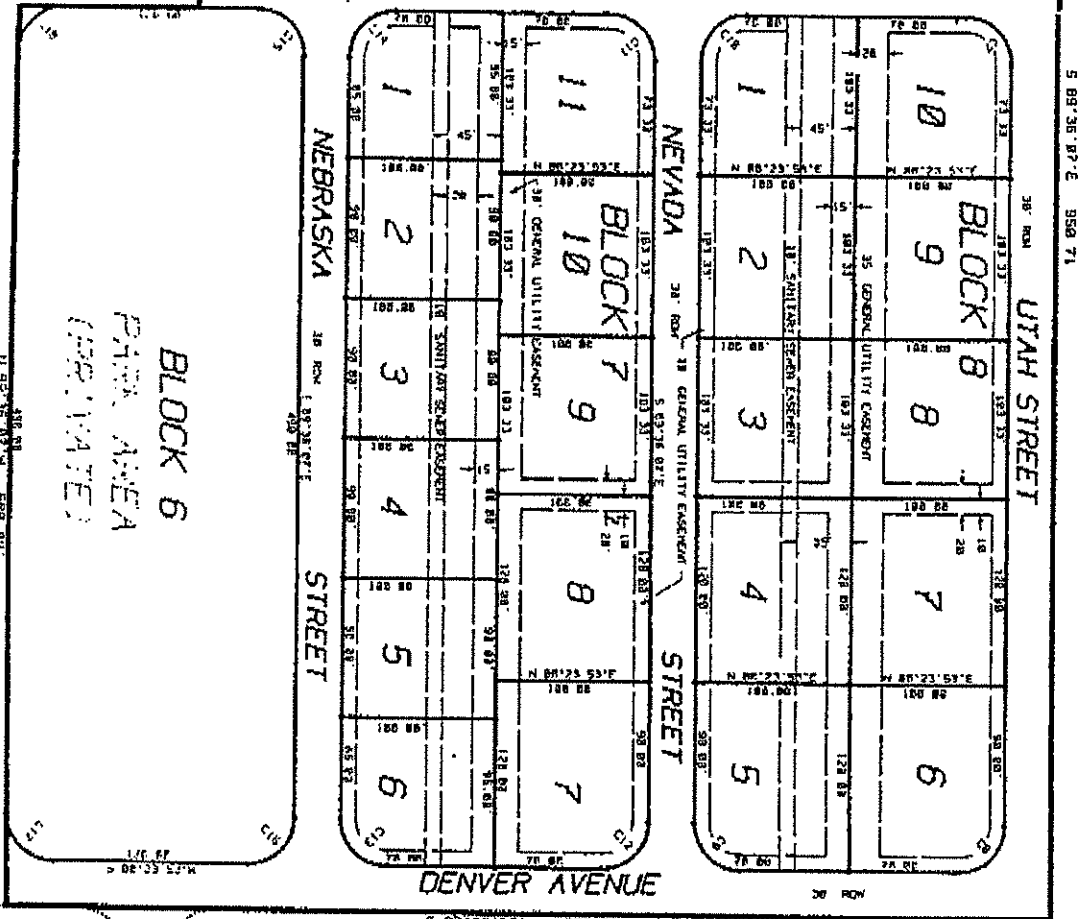
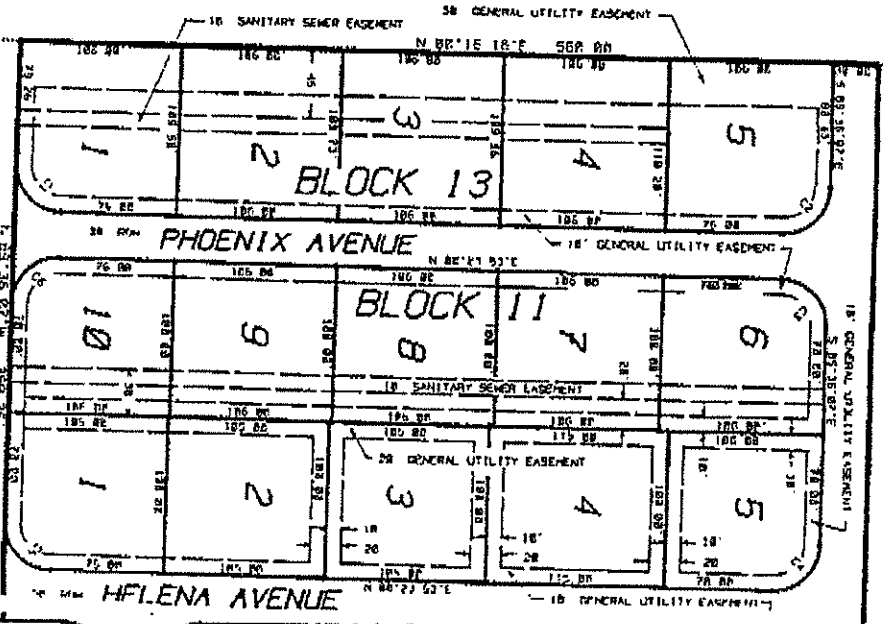
MISTY PECK  
County of  
Campbell  
My Commission Expires:  
Notary Public  
State of  
Wyoming  
June 23, 1998

Misty Peck  
NOTARY PUBLIC

My commission expires:

Northland Village Mobile Home Park  
First Filing, Phase II

CURVE DATA  
 BLOCK 12  
 BLOCK 10



BLOCK 9

STATE OF WYOMING }  
 Campbell County } ss.  
 I for record this 16th day of September A.D. 19 94 at 8:04 o'clock a M. and recorded in Book 1307  
Photos on page 174-187 Fee \$ 32.00 **689305**  
 by Christine E. Addison RECORDED  
 County Clerk and Ex-Officio Register of Deeds INDEXED  
 By Wanda Shackett Deputy CHECKED

**698542** DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
NORTHLAND VILLAGE ESTATES  
Northland Village Mobile Home Park -First Filing, Phase 3

THIS DECLARATION is made by and between Clifford M. Ellingson Ent. Inc. and Keith Kuchenbecker and Linda Kuchenbecker and Clifford M. and hereinafter referred to as DECLARANT. Bonita Ellingson

W I T N E S S E T H :

WHEREAS DECLARANT is the owner of certain property in Campbell County, Wyoming, which is more particularly described on the plat map as the same that is filed for record with the County Clerk and Recorder of Campbell County in connection with the Subdivision designated by Campbell County as Northland Village Estate situate in Campbell County, as the same is described in Exhibit A attached.

AND WHEREAS, in order to establish a general plan for the improvement and development of the Properties, DECLARANT desires to subject the Properties to certain conditions, covenants and restrictions, up and subject to which all of the Properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges 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 to NORTHLAND VILLAGE ESTATES HOMEOWNERS ASSOCIATION, a nonprofit 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 hereinbefore described, and such additions thereto as may hereafter 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. The Common Area to be owned by the Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated on the recorded plat map in Book \_\_\_ of Photos, page \_\_\_ of the records of Campbell County, Wyoming or future recorded plat maps. The resubdivision plat describes the Association property (common area), including Lot 1 Block 12, Block 6, Lot 1 Block 9 and Lot 14, Block 9.

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 Clifford M. Ellingson E Inc. and Keith Kuchenbecker, ~~XXXXXXXXXXXXXXXXXXXX~~, and Linda Kuchenbecker and Clifford M. and Bonita their successors and assigns.  
Ellingson

Section 7: Member shall mean and refer to every person or entity who holds membership in the Association. See Article V.

Section 8: The term 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: The term Board of Directors or Board used herein, shall mean and refer to the duly elected Board of Directors of the Association. There shall be 3 directors serving three (3) year terms. The initial board shall consist of 1 directors serving for one (1) year, 1 directors for a two (2) year term, and 1 directors serving for a three (3) year term. Thereafter each director shall serve a three year term. Elections shall be held each year during January. The owner of each lot shall be entitled to one vote, except DECLARANT, who is entitled to four (4) votes per lot they own (See Article V). The Directors are responsible to handle the financial matters of the Association and shall report annually to all Association members.

Section 10: The water supply, well, storage tank and lines are a private system and are owned and maintained by the Association. The sewage collection system is a private system and is owned and maintained by 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 and to provide for the maintenance, operation and replacement of the private water and private sewer systems 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. The Owners and the Association shall have the right to enforce these covenants.

ARTICLE III

PROPERTY RIGHTS

Section 1 - OWNERS' EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and to the privately owned sewage system, the privately-owned pressurized water system including all wells and pumps 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 to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, 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, Bylaws and Articles of Incorporation. The Association is responsible to maintain the sewer and water, and the Common Area.

(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 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 is approved by two-thirds (2/3) of members;

(d) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving or operating said systems 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;

(e) 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.

Section 2 - DELEGATION OF USE: Any owner may delegate, in accordance with the Bylaws, his right of enjoyment and use in and to the Common Area, 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 AND COMMON AREA

Section 1 - USE: Each lot within the Properties, except for the Common Area and Commercially zoned lots, shall be constructed improved, used and occupied only for private residential purposes consistent with the Zoning Regulations for the City of Gillette and Campbell County in effect on the date that said construction, improvement, use or occupation begins.

Section 2 - PETS AND OTHER ANIMALS: Dogs, cats, or usual and ordinary household pets may be kept in any dwelling subject to the conditions below. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for any commercial purpose. Pets will be permitted, provided they are contained within the home. Pets shall not be permitted to be tied on a lead chain or leash in the yard of the house or home. Pets must be kept within chain link fence or other secure fence provided for containment of said household pets in the yard.

Section 3 - COMMERCIAL USE: No part of the residential Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other nonresidential purposes including but not limited

to stores, shops, repair shops, storage or repair garage, restaurant, dance hall, or other public place of amusement, except DECLARANT, its successors or assigns, may use Properties for a model home site, and display and sales office during the construction and sales period.

Section 4 - SIGNS: Signs shall not be permitted other than a FOR SALE sign not to exceed 2' by 3' in size and posted in accordance with local laws and regulations. DECLARANT has the right to erect larger signs.

Section 5 - OTHER STRUCTURES: 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 for a development construction or sales office which shall be removed upon the sale of the last lot. No trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be permitted to remain upon any property with the Properties, unless placed or maintained within an enclosed garage.

Section 6 - DRILLING: No oil drilling, oil development, oil defining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any lot.

Section 7 - TRASH COLLECTION: Trash collection will be provided by the City of Gillette pursuant to current city ordinances and policies.

Section 8 - COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a three-fourths (3/4) majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

Section 9 - ARCHITECTURAL COMMITTEE: No building shall be erected, placed or altered on any lot until the construction, plans and specifications, together with the lot plan showing the location of the structure on the lot have been approved by an Architectural Committee composed of the DECLARANTS and two members of the Association. The Committee has the right to vary the front yard setback by a maximum of 10 feet, but only for single wide mobile homes 70 feet or longer that are placed on temporary foundations. The Committee shall also submit a copy of all site plans to the City of Gillette Building Department.



All permanent foundations need to be reviewed initially by the Architectural Committee but all permanent foundations will require submittal of plans and specifications to the City Building Division and will require compliance with all applicable City Codes regarding foundations, structures and setbacks.

Section 10 - SKIRTING: Any mobile home(s) brought onto a lot(s) shall be skirted within sixty (60) days after being moved onto the lot. All skirting must be approved by the Architectural Committee.

Section 11 - FENCES: No front yard fences, walls, or barriers of any kind are permitted. Any new perimeter fences constructed on the rear or side lot lines must be four feet or less in height. Fences must be of new material, must meet the approval of the architectural committee, in advance, and must be kept in a state of good repair. Privacy fences, patio enclosures, etc., must also be approved by the architectural committee prior to construction.

Section 12 - UNDERGROUND UTILITIES: All utilities, including but not limited to, electricity, natural gas, telephone, and cable TV must be placed underground. Any fuel tanks used must be screened from public view.

Section 13 - DRIVEWAYS: Driveways shall be constructed to meet City of Gillette design and construction standards.

Section 14 - VEHICLES: Only those motor vehicles in normal operating condition, licensed for the current year, and in general daily use shall be kept on the property. All recreational vehicles, boats, and trailers shall be in a storage area other than on lot. No commercial vehicles may be kept on any lot at any time, except for pickup trucks and other similar small trucks that are well-maintained and in operating condition. No major repairs can be made to any vehicle unless performed inside the homeowner's garage.

Section 15 - NUISANCES: No nuisances or offensive activity shall be carried on within the subdivision, 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 subdivision.

Section 16 - LAWNS: Lawns must be mowed as frequently as necessary in order to be kept in a neat-appearing condition. No uncut weeds will be allowed. The owner of each lot shall establish a lawn during the first growing season after completion of a home on a lot.

Section 17 - COMMON AREAS: The Common Areas shall be maintained by the Association in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

Section 18 - ENFORCEMENT: Enforcement shall be by proceedings at law or equity against any person or persons in accordance with the provisions contained herein.

Section 19 - EASEMENTS: No owner shall place any permanent structure, foundation, accessory building, or object over an easement. A structure may be placed on temporary piers over the private water and private sewer lines but cannot be placed on or over any other utility lines. The Homeowners Association has the right to require owners to remove said permanent structure, foundation, accessory building, or object from an easement. The Homeowners Association is responsible at its cost to remove and replace any permitted structure, which has been placed on temporary piers and is located over the water/sewer lines, in order to maintain or repair said lines. Permanent includes, but is not limited to, a foundation, etc. attached to the land.

Section 20 - LOCAL IMPROVEMENT DISTRICT (LID) - When a lot is purchased and if the Homeowners Association requests the formation of a LID or if the association becomes insolvent and the City of Gillette agrees to take over the duties of the Association, then each lot owner agrees to the formation of a LID and waives any protest to its formation.

#### ARTICLE V

##### MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. All owners, with the exception of the DECLARANT, shall be entitled to one vote for each lot. DECLARANT shall have four (4) votes for each lot owned by DECLARANT. When 80% of the lots have been conveyed by DECLARANT, DECLARANT shall be entitled to only one (1) vote per lot. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. When two or more persons are stockholders in a corporation holding an interest in any lot, one, and only one, shall be a member for voting purposes.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The DECLARANT, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed 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 more frequent if necessary for operating, reasons, assessments or charges, and (2) special

assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each 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, replacement, and operation of the sewage system, pressurized water system, including wells and pumps, the Common Area, and Association costs.

Section 3 - MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum equal assessment shall be Four Hundred Twenty Dollars (\$420.00) per year per occupied lot and Thirty-five Dollars (\$35.00) per month and One Hundred Twenty Dollars (\$120.00) per year per unoccupied lot at Ten Dollar (\$10.00) per month. The DECLARANT shall be responsible for the remaining amount of the yearly costs. DECLARANT does not pay annual or special assessments on a per lot basis.

(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 without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS  
In addition to the annual 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 upon the said utilities and Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5 - NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentage to be made up of people attending in person and those voting by proxy.

Section 6 - RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rate for all lots not owned by DECLARANT and may be collected on a monthly basis.

Section 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 the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates 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 for 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 therein stated to have been paid.

Section 8 - EFFECT OF 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 a sum to be determined by the Association, but no to exceed \$10.00 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

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

- 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 Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be 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 action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the owners or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage, and convey such lot upon its purchase. Upon 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 in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

c. Curing the Default: Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting owner, of a fee to be determined by the Association, but not to exceed Fifty Dollars (\$50.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

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

e. Mortgage Protection Clause: No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

Section 9 - SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, 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 thereafter becoming due or from the lien thereof.

Section 10 - INSURANCE ASSESSMENTS: The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for the buildings and improvements subject to the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards 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 Area, 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 fire or other 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 damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by 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 building, buildings, or other 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

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, one (1) Board member and two (2) owners to supervise the management of the maintenance, preservation and use of the utilities, Common Area and related facilities described hereto.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1 - ENFORCEMENT: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in not affect any other provisions which shall remain in full force and effect.

Section 3 - AMENDMENT: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4 - DISSOLUTION: The Association may not be dissolved without the prior permission of the Gillette City Council.

IN TESTIMONY WHEREOF \_\_\_\_\_ and \_\_\_\_\_  
have caused these presents to be signed this 20 day  
of July, 1995.

By: Clifford M. Ellingson  
Clifford M. Ellingson, Partner

By: Bonita Ellingson  
Bonita Ellingson, Partner

By: Keith Kuchenbecker  
Keith Kuchenbecker, Partner

By: Linda Kuchenbecker  
Linda Kuchenbecker, Partner

By: Clifford M. Ellingson  
Clifford M. Ellingson Ent. Inc.

STATE OF WYOMING     )  
                                  ss:  
County of Campbell    )

The foregoing instrument was acknowledged before me by  
Clifford M. Ellingson, Partner of NORTHLAND VILLAGE ~~PHASE 2~~ on this  
20 day of July, 1995. MOBILE HOME PARK

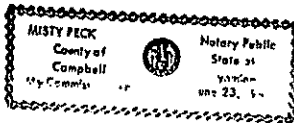
Witness my hand and official seal.

FIRST FILING PHASE 3

Misty Peck  
NOTARY PUBLIC

My Commission Expires:

6-23-98



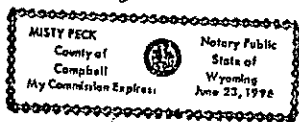


STATE OF WYOMING )  
                          ) SS:  
County of Campbell )

The foregoing instrument was acknowledged before me by Bonita Ellingson, Partner of NORTHLAND VILLAGE ~~PHASE 2~~ on this 20 day of July, 1995. MIDDLE HOME PARK  
FIRST FILING PHASE 2  
Witness my hand and official seal.

Misty Peck  
NOTARY PUBLIC

My Commission Expires: 6-23-98



STATE OF SOUTH DAKOTA )  
                          ) SS:  
County of Moade Pennington )

The foregoing instrument was acknowledged before me by Keith Kuchenbecker, Partner of NORTHLAND VILLAGE ~~PHASE 2~~ on this 24 day of July, 1995. MIDDLE HOME PARK  
FIRST FILING PHASE 2  
Witness my hand and official seal.

Connie R. Keil  
NOTARY PUBLIC



My Commission Expires:  
1 Aug 1998

STATE OF SOUTH DAKOTA )  
County of Minnehaha ) SS:  
Pennington )

The foregoing instrument was acknowledged before me by Linda  
Kuchenbecker, Partner of NORTHLAND VILLAGE ~~ESTATES~~ on this 30th  
day of July, 1995. MOBILE HOME PARK

Witness my hand and official seal. FIRST FILING PAGE 3

Connie R. Kell  
NOTARY PUBLIC



My Commission Expires:  
1 Aug 2002

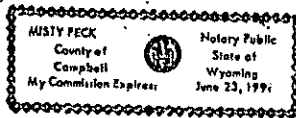
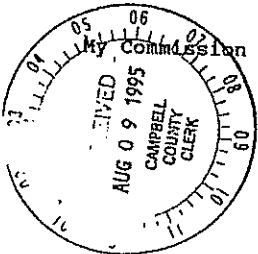
STATE OF WYOMING )  
County of Campbell ) SS:

The foregoing instrument was acknowledged before me by  
Clifford M. Ellingson Ent. Inc., Partner of NORTHLAND VILLAGE MOBILE  
~~ESTATES~~ on this 30 day of July, 1995. HOME PARK

Witness my hand and official seal. FIRST FILING PAGE 3

Misty Peck  
NOTARY PUBLIC

My Commission Expires: 6-23-98



STATE OF WYOMING }  
Campbell County } ss.

Filed for record this 9th day of August A.D. 19 95 at 3:12 o'clock PM. and recorded in Book 1345

of PHOTOS on page 267-281 Fees \$ 34.00  
Juan Saunders By Shane Skelton **698542**  
County Clerk and Ex-Officio Register of Deeds Deputy

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

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**706820**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
NORTHLAND VILLAGE ESTATES HOMEOWNERS ASSOCIATION  
Northland Village Mobile Home Park-First filing, Phase IV

THIS DECLARATION is made by and between Keith Kuchenbecker,  
Clifford M. Ellingson and Clifford M. Ellingson Enterprises, Inc,  
hereinafter referred to as DECLARANT.

## W I T N E S S E T H :

WHEREAS DECLARANT is the owner of certain property in Campbell County, Wyoming, which is more particularly described on the plat map as the same that is filed for record with the County Clerk and Recorder of Campbell County in connection with the Subdivision designated by Campbell County as Northland Village Estates situate in Campbell County, as the same is described in Exhibit A attached.

AND WHEREAS, in order to establish a general plan for the improvement and development of the Properties, DECLARANT desires to subject the Properties to certain conditions, covenants and restrictions, up and subject to which all of the Properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges 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 to NORTHLAND VILLAGE ESTATES HOMEOWNERS ASSOCIATION, a nonprofit 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.

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Section 3: Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter 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. The Common Area to be owned by the Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated on the recorded plat map in Book \_\_\_ of Photos, page \_\_\_ of the records of Campbell County, Wyoming or future recorded plat maps. The resubdivision plat describes the Association property (common area), including Lot 1 Block 12, Block 6, Lot 1 Block 9 and Lot 14, Block 9.

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 Keith Kuchenbecker and Clifford M. Ellingson ~~XXXXXXXXXXXX~~, and Clifford M. Ellingson ~~and~~ Enterprises, Inc., their successors and assigns.

Section 7: Member shall mean and refer to every person or entity who holds membership in the Association. See Article V.

Section 8: The term 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: The term Board of Directors or Board used herein, shall mean and refer to the duly elected Board of Directors of the Association. There shall be 3 directors serving three (3) year terms. The initial board shall consist of 1 directors serving for one (1) year, 1 directors for a two (2) year term, and 1 directors serving for a three (3) year term. Thereafter each director shall serve a three year term. Elections shall be held each year during January. The owner of each lot shall be entitled to one vote, except DECLARANT, who is entitled to four (4) votes per lot they own (See Article V). The Directors are responsible to handle the financial matters of the Association and shall report annually to all Association members.

Section 10: The water supply, well, storage tank and lines are a private system and are owned and maintained by the Association. The sewage collection system is a private system and is owned and maintained by the Association.

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## 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 and to provide for the maintenance, operation and replacement of the private water and private sewer systems 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. The Owners and the Association shall have the right to enforce these covenants.

## ARTICLE III

PROPERTY RIGHTS

Section 1 - OWNERS' EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and to the privately owned sewage system, the privately-owned pressurized water system including all wells and pumps 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 to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, 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, Bylaws and Articles of Incorporation. The Association is responsible to maintain the sewer and water, and the Common Area.

(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;

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(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 is approved by two-thirds (2/3) of members;

(d) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving or operating said systems 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;

(e) 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.

Section 2 - DELEGATION OF USE: Any owner may delegate, in accordance with the Bylaws, his right of enjoyment and use in and to the Common Area, 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 AND COMMON AREA

Section 1 - USE: Each lot within the Properties, except for the Common Area and Commercially zoned lots, shall be constructed improved, used and occupied only for private residential purposes consistent with the Zoning Regulations for the City of Gillette and Campbell County in effect on the date that said construction, improvement, use or occupation begins.

Section 2 - PETS AND OTHER ANIMALS: Dogs, cats, or usual and ordinary household pets may be kept in any dwelling subject to the conditions below. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for any commercial purpose. Pets will be permitted, provided they are contained within the home. Pets shall not be permitted to be tied on a lead chain or leash in the yard of the house or home. Pets must be kept within chain link fence or other secure fence provided for containment of said household pets in the yard.

Section 3 - COMMERCIAL USE: No part of the residential Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other nonresidential purposes including but not limited

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to stores, shops, repair shops, storage or repair garage, restaurant, dance hall, or other public place of amusement, except DECLARANT, its successors or assigns, may use Properties for a model home site, and display and sales office during the construction and sales period.

Section 4 - SIGNS: Signs shall not be permitted other than a FOR SALE sign not to exceed 2' by 3' in size and posted in accordance with local laws and regulations. DECLARANT has the right to erect larger signs.

Section 5 - OTHER STRUCTURES: 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 for a development construction or sales office which shall be removed upon the sale of the last lot. No trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be permitted to remain upon any property with the Properties, unless placed or maintained within an enclosed garage.

Section 6 - DRILLING: No oil drilling, oil development, oil defining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any lot.

Section 7 - TRASH COLLECTION: Trash collection will be provided by the City of Gillette pursuant to current city ordinances and policies.

Section 8 - COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a three-fourths (3/4) majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

Section 9 - ARCHITECTURAL COMMITTEE: No building shall be erected, placed or altered on any lot until the construction, plans and specifications, together with the lot plan showing the location of the structure on the lot have been approved by an Architectural Committee composed of the DECLARANTS and two members of the Association. The Committee has the right to vary the front yard setback by a maximum of 10 feet, but only for single wide mobile homes 70 feet or longer that are placed on temporary foundations. The Committee shall also submit a copy of all site plans to the City of Gillette Building Department.

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All permanent foundations need to be reviewed initially by the Architectural Committee but all permanent foundations will require submittal of plans and specifications to the City Building Division and will require compliance with all applicable City Codes regarding foundations, structures and setbacks.

Section 10 - SKIRTING: Any mobile home(s) brought onto a lot(s) shall be skirted within sixty (60) days after being moved onto the lot. All skirting must be approved by the Architectural Committee.

Section 11 - FENCES: No front yard fences, walls, or barriers of any kind are permitted. Any new perimeter fences constructed on the rear or side lot lines must be four feet or less in height. Fences must be of new material, must meet the approval of the architectural committee, in advance, and must be kept in a state of good repair. Privacy fences, patio enclosures, etc., must also be approved by the architectural committee prior to construction.

Section 12 - UNDERGROUND UTILITIES: All utilities, including but not limited to, electricity, natural gas, telephone, and cable TV must be placed underground. Any fuel tanks used must be screened from public view.

Section 13 - DRIVEWAYS: Driveways shall be constructed to meet City of Gillette design and construction standards.

Section 14 - VEHICLES: Only those motor vehicles in normal operating condition, licensed for the current year, and in general daily use shall be kept on the property. All recreational vehicles, boats, and trailers shall be in a storage area other than on lot. No commercial vehicles may be kept on any lot at any time, except for pickup trucks and other similar small trucks that are well-maintained and in operating condition. No major repairs can be made to any vehicle unless performed inside the homeowner's garage.

Section 15 - NUISANCES: No nuisances or offensive activity shall be carried on within the subdivision, 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 subdivision.

Section 16 - LAWNS: Lawns must be mowed as frequently as necessary in order to be kept in a neat-appearing condition. No uncut weeds will be allowed. The owner of each lot shall establish a lawn during the first growing season after completion of a home on a lot.

Section 17 - COMMON AREAS: The Common Areas shall be maintained by the Association in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

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Section 18 - ENFORCEMENT: Enforcement shall be by proceedings at law or equity against any person or persons in accordance with the provisions contained herein.

Section 19 - EASEMENTS: No owner shall place any permanent structure, foundation, accessory building, or object over an easement. A structure may be placed on temporary piers over the private water and private sewer lines but cannot be placed on or over any other utility lines. The Homeowners Association has the right to require owners to remove said permanent structure, foundation, accessory building, or object from an easement. The Homeowners Association is responsible at its cost to remove and replace any permitted structure, which has been placed on temporary piers and is located over the water/sewer lines, in order to maintain or repair said lines. Permanent includes, but is not limited to, a foundation, etc. attached to the land.

Section 20 - LOCAL IMPROVEMENT DISTRICT (LID) - When a lot is purchased and if the Homeowners Association requests the formation of a LID or if the association becomes insolvent and the City of Gillette agrees to take over the duties of the Association, then each lot owner agrees to the formation of a LID and waives any protest to its formation.

## ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. All owners, with the exception of the DECLARANT, shall be entitled to one vote for each lot. DECLARANT shall have four (4) votes for each lot owned by DECLARANT. When 80% of the lots have been conveyed by DECLARANT, DECLARANT shall be entitled to only one (1) vote per lot. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. When two or more persons are stockholders in a corporation holding an interest in any lot, one, and only one, shall be a member for voting purposes.

## ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The DECLARANT, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed 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 more frequent if necessary for operating, reasons, assessments or charges, and (2) special

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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, replacement, and operation of the sewage system, pressurized water system, including wells and pumps, the Common Area, and Association costs.

Section 3 - MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum equal assessment shall be Four Hundred Twenty Dollars (\$420.00) per year per occupied lot at Thirty-five Dollars (\$35.00) per month and One Hundred Twenty Dollars (\$120.00) per year per unoccupied lot at Ten Dollars (\$10.00) per month. The DECLARANT shall be responsible for the remaining amount of the yearly costs. DECLARANT does not pay annual or special assessments on a per lot basis.

(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 without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual 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 upon the said utilities and Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5 - NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. A quorum shall be 51% of all members with said percentage to be made up of people attending in person and those voting by proxy.

Section 6 - RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rate for all lots not owned by DECLARANT and may be collected on a monthly basis.

Section 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 the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates 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 for 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 therein stated to have been paid.

Section 8 - EFFECT OF 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 a sum to be determined by the Association, but no to exceed \$10.00 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

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

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- 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 Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be 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 action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the owners or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage, and convey such lot upon its purchase. Upon 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 in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

c. Curing the Default: Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting owner, of a fee to be determined by the Association, but not to exceed Fifty Dollars (\$50.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

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

e. Mortgage Protection Clause: No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

Section 9 - SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, 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 thereafter becoming due or from the lien thereof.

Section 10 - INSURANCE ASSESSMENTS: The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for the buildings and improvements subject to the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards 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 Area, 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 fire or other 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 damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of

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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 building, buildings, or other 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

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, one (1) Board member and two (2) owners to supervise the management of the maintenance, preservation and use of the utilities, Common Area and related facilities described hereto.

## ARTICLE VIII

GENERAL PROVISIONS

Section 1 - ENFORCEMENT: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in not affect any other provisions which shall remain in full force and effect.

Section 3 - AMENDMENT: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4 - DISSOLUTION: The Association may not be dissolved without the prior permission of the Gillette City Council.

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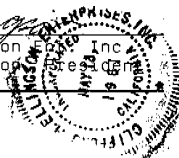
IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 28 day of March, 1996.

DECLARANT:

Keith Kuchenbecker  
Keith Kuchenbecker

Clifford M. Ellingson  
Clifford M. Ellingson

Clifford M. Ellingson  
Clifford M. Ellingson Inc  
Clifford M. Ellingson



STATE OF South Dakota )  
~~WYOMING~~ )  
County of Meade )  
~~Campbell~~ )  
ss:

The foregoing instrument was acknowledged before this 28 day of March, 1996, by Keith Kuchenbecker

Witness my hand and official seal.

Connie Beal

NOTARY PUBLIC

My commission expires:

STATE OF WYOMING )  
County of Campbell )  
ss:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 199 , by \_\_\_\_\_.

Witness my hand and official seal.

NOTARY PUBLIC

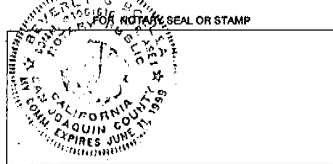
My commission expires:

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ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 COUNTY OF San Joaquin ) ss  
 On 3-25-96, before me, Beverly C. Bollea, a Notary Public, personally  
 appeared Clifford Mellanson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
 acted, executed the instrument



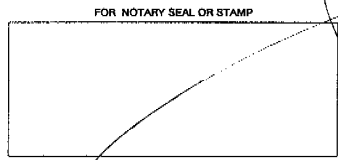
WITNESS my hand and official seal.

Signature Beverly C. Bollea

ACKNOWLEDGEMENT

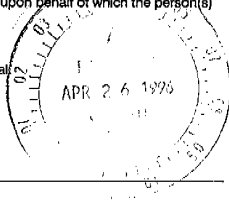
STATE OF CALIFORNIA )  
 COUNTY OF \_\_\_\_\_ ) ss  
 On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally  
 appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
 acted, executed the instrument



WITNESS my hand and official seal.

Signature \_\_\_\_\_



STATE OF WYOMING )  
 Campbell County ) ss  
 Filed for record this 26th day of April A.D., 19 96 at 4:58 o'clock P. M. and recorded in Book 1379  
 of Photos on page 341-354 Fees \$ 32.00  
Susan Saunders RECORDED By Shane Washitt **706820**  
 County Clerk and Ex-Officio Register of Deeds INDEXED  
 CHECKED

MISC-008 (4-94)