

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAKELAND HILLS SUBDIVISION *Phase No. 1*
A PLANNED RESIDENTIAL COMMUNITY**

THIS DECLARATION, made on the date hereinafter set forth by American West Communities, Inc. of Rapid City, Pennington County, South Dakota, hereinafter referred to as "Declarant."

WITNESSETH:

THE UNDERSIGNED, being the Owner of the following described real property in Gillette, County of Campbell, Wyoming to-wit:

LAKELAND HILLS SUBDIVISION PHASE NO. 1, RESUBDIVISION OF TRACT 2D OF THE RESUBDIVISION OF TRACT 2B OF THE RESUBDIVISION OF TRACT A ENERGY PARK THIRD ADDITION, GILLETTE, WYOMING IN THE SOUTH ¼ OF THE NORTH ¼ SECTION 23, T49N, R72W, 6TH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING

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, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to American West Communities, Inc. and its successors and assigns.

Section 2. "Developer" shall mean and refer to American West Communities, Inc. and its successors and assigns.

Section 3. "Lot" or "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and any house or duplex unit or town house unit or commercial unit created by any document of record for the same.

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

Section 5. "Properties" shall mean and refer to that certain real property hereinbefore described and known as Lakeland Hills Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Lakeland Hills Subdivision.

Section 6. "House Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties as a Single Family House Lot.

Section 7. "House Unit" shall mean any building unattached to another residence, situated upon the Property and designated and intended for use and occupancy as a residence by a single family.

Section 8. "Duplex Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties as a Duplex or Multi-Family Lot.

Section 9. "Duplex Unit" shall mean any building containing two or more attached but totally separate facilities designated and intended for use and occupancy as residences for two or more families.

Section 10. "Town House Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties as a Town House Lot.

Section 11. "Town House Unit" shall mean any building or a portion of a building attached to another building or portion of a building situated upon the Property and designated and intended for use and occupancy as a residence by a single family.

Section 12. "Commercial Lot" shall mean any plot or land designated by Declarant as a Commercial Lot.

Section 13. "Commercial Unit" shall mean any building or portion of a building detached or attached to another building or portion of a building situated upon the Property designated as a Commercial Lot or any Unit of a commercial condominium intended for use and occupancy for commercial purposes as designated by Declarant.

ARTICLE II

USE COVENANTS AND RESTRICTIONS

The following covenants shall apply to residential Lots in Lakeland Hills Subdivision which shall include all Lots hereafter platted as residential Lots in Lakeland Hills Subdivision and all Lots described at the commencement of these covenants.

Section 1. Use of Lot: Each Lot shall be used for residential purposes only and not for any business, trade, commercial or industrial purpose whatsoever except that individuals may conduct non-nuisance, inoffensive businesses from their homes that require no employees other than those living in the residence.

Section 2. Sales Facilities of Declarant: Notwithstanding any provision in Section 1, Declarant, its agent, employees and contractors shall be permitted to maintain, during the period of construction and sale of the buildings in the Project, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction, sale or rental of Lots, including, but without limitation, a business office, construction and storage area, signs, sales offices and parking areas.

Section 3. Construction: All construction shall be new in that no previously occupied dwelling or trailer house or mobile home can be permitted to be placed as a residence on any properties. No basement, trailer, vehicle or structure of any kind, except a completed dwelling house, shall be occupied or used for residential purposes except as temporary shelter during the construction period. Construction methods may include prefabrication, components and modular structures, and all construction shall meet or exceed all applicable building codes.

Section 4. Exterior Appearance: The exterior of every building shall be composed of one or a combination of the following; natural wood, hardboard, steel, vinyl, or other material of a similar or compatible appearance, stone or brick or brick veneers. All exterior surfaces shall be painted, stained or otherwise finished in an earthtone or neutral pastel color, or shall be painted using a semi-transparent stain or clear sealer. White siding and trim shall be acceptable. Roof shingles shall be equivalent to the following colors: weathered, stone, slate or dark gray, brown or dark tan. All shall be subject to approval by Declarant.

Section 5. Approval by Declarant:

(a) No building, including a storage building or a shed of any kind, shall be erected, placed or altered on any Lot until the construction, plans and specifications, and the plan showing the location of the structure have been approved by the Declarant as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respective topography and finished grade elevation.

(b) A set of final plans, including but not limited to the following, shall be submitted to the Declarant for approval prior to construction. These plans will be retained by the Declarant if the plans are approved.

1. Front view, right, left and rear exterior views of the home showing the house as it will fit the topography of the lot, as well as exterior siding design for all sides.
2. Site plan showing exact placement of home on the lot, as well as relationship to any existing or already approved immediately adjacent homes. Elevation of finished basement floor relative to street elevation must also be provided.
3. Standard construction drawings showing floor plans and all dimensions.
4. Siding and painting schedules for all exterior surfaces.

Section 7. Construction -Commencement/Completion:

(a) Each Owner must commence construction of a residence upon the lot purchased within one (1) year of the date of purchase from Declarant. In the event that an Owner shall not commence construction as required, Declarant may repurchase the lot at the same price as sold to Owner at any time after such one (1) year period until construction has been started by Owner.

(b) Any building, addition, or other improvement commenced on any Lot shall be prosecuted diligently to completion and shall be completed within nine (9) months from the commencement of the

construction unless such completion is prohibited by inclement weather or disaster. All lawns and landscaping shall be completed within twelve (12) months from the commencement of home construction.

Section 8. Appearance and Landscaping: The improvements on each Lot and the landscaping shall at all times be maintained with grass fertilized, watered and mowed regularly, shrubs and trees properly maintained, and all other landscape attributes maintained in a manner offering a pleasing appearance.

Section 9. Parking: Residents' vehicles shall be parked within the garages and/or driveway provided for each Unit. No boat, truck, trailer or camper shall be parked at any Unit except within the authorized parking areas. No vehicle shall be allowed to park in any location that interferes with access to any other location or that unduly obstructs sidewalks, vision or view. Outdoor repair of any vehicle or equipment is prohibited, and no vehicle without a current license plate shall be parked at any location.

Section 10. Pets: No animals, livestock or poultry of any kind shall be raised, fed or kept by any Owner, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All pets must be confined primarily upon the Owner's property. Pets outside must be in an enclosure or on a leash. Number of pets shall be limited to three (3) per household. Noisy pets, including barking dogs, shall not be kept on the property and any owner with an uncontrolled barking dog shall be required to remove the animal from the property immediately.

Section 11. Annoyance: No obnoxious or offensive activity shall be carried upon or on any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood including but not limited to excessive noise, loud music, loud parties or fireworks. No firearms shall be discharged within the subdivision. No noisy recreational vehicles, such as motorcycles, dirt bikes, or snowmobiles shall be allowed to operate within the development area known as Lakeland Hills Subdivision except for access from an Owner's home across the common driveways for access to the public right-of-way.

Section 12. Signs: No sign of any kind shall be displayed to the public view on any Lot or right of way except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such signs as may be erected and maintained by the Declarant. No signs or advertising devices of any character shall be erected, posted, or displayed upon, in, or about any Lot within the property, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot. This covenant shall not apply to signs of the Declarant during the period of sales activity of the Declarant.

Section 13. Fences: There shall be no fencing allowed whatsoever in any front yard, forward of the front corner of any home or garage. Fencing of any homesite shall be first approved by the Declarant prior to any construction taking place, and shall not exceed 6 feet in height. The color and texture of the fencing material facing the street frontage(s) shall match or compliment the siding of the home. Chain link fencing shall be permitted only on the non-frontage sides and rear of any home-site.

Section 14. Towers, Antennas, and Clotheslines: There shall be no towers, antennas, except small television satellite receivers, or clotheslines, located on any Lot in such manner as to be visible from adjacent streets, unless specifically approved by the Declarant.

Section 15. Trash: None of the property shall be used or maintained as a dumping ground for old vehicles, rubbish or trash. All garbage or similar waste shall be kept in sanitary containers and other equipment for the disposal of garbage and shall be kept in a clean, sanitary and fire safe condition. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerators shall be kept or maintained upon any property.

Section 16. Lot Division: No Lot shall be divided or subdivided and no portion of any lot other than the entire Lot shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant, and further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, public utility, or other public body or authority.

Section 17. Garages/Doors: Garage doors and the doors of any other storage room, or the like shall be maintained in a closed position whenever possible.

Section 18. Driveways: All driveways and parking areas shall be installed with paved concrete or asphalt.

Section 19. Setbacks: No home may be located within twenty (20) feet of the right of way from the nearest street on which the dwelling faces or within five (5) feet of the side line of the property or fifteen (15) feet when the side line is adjacent to a street. Individual corner sites may be subject to case by case variances at the pleasure of the Declarant, subject to City requirements.

Section 20. Drainage: Development upon any lot in the above-described property shall be performed in such a way as to not create additional or damaging drainage on another owner's site.

Section 21. Lot Easements: Utility easements shall be as shown on individual survey and lot plats as recorded.

Section 22. Utilities: All utilities, including but not limited to, telephone, electricity, gas, sewer and cable television shall be buried underground, and no poles for utility purposes shall be permitted above ground on any Lot. Satellite dishes shall be out of public view, to the greatest extent possible, and no offensive or intrusive lighting is permitted.

Section 23. Sidewalk: Each Lot Owner must construct a sidewalk as specified in the plan approval process by the Declarant on a reasonably uniform basis for similar types of lots. Such sidewalks shall be constructed at the time of home construction. In the event the Owner shall fail to install a sidewalk as required, the Declarant may install the same, assessing a lien for all costs of sidewalk installation to the Owner including any and all costs of notice of failure to comply with the covenants

Section 24. Wells: No private well shall be drilled, operated, maintained or used on or in connection with any Lot or Unit.

Section 25. Breach of Covenants: It is expressly provided that a breach of any of the restrictions and covenants hereinabove set forth shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the said property, or any part thereof, but said restrictions and covenants shall be binding

Upon and effective against any owner of said premises whose title thereto is acquired by foreclosure or otherwise, as to any breach occurring after such acquirement of title.

ARTICLE III

ASSOCIATION

The Owners of Lots and Units in Lakeland Hills Subdivision may establish an Owner's Association by which enforcement of the covenants and policies established herein may be perpetuated and enforced subsequent to Declarant's completion of Lakeland Hills Subdivision and relinquishment of control authority, or Declarant's voluntary relinquishment of control authority at any time Declarant determines it to be desirable.

ARTICLE IV

INTERPRETATION

In the event of any question of interpretation of these covenants, Declarant shall have final judgement.

ARTICLE V

EXTERIOR MAINTENANCE

In the event an Owner of any Lot or Unit in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Declarant, Declarant shall have the right, through its agents and employees, upon ten (10) days written notice of the same, to enter upon said parcel and to repair, maintain and restore the Lot or Unit and any other improvements erected thereon. The cost of such exterior maintenance shall be assessed to the Owner of such Lot or Unit.

ARTICLE VI

DISPOSITION

Section 1. Enforcement: The Declarant, 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 hereafter imposed by the provisions of this Declaration. Failure by the 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. Waiver of Covenants: Except as these covenants may be amended or terminated by Declarant, they may not be waived, modified or terminated, and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these covenants. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement. Each such person agrees not to plead as a defense in any civil action to enforce these covenants that these covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

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**AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
LAKELAND HILLS SUBDIVISION LOTS 1 A and B through
9A and B**

Pursuant to the Declaration of Covenants filed for record on the 24TH Day of December, 2002 at Book 1824 of photos page 444 of the records of the Campbell County Clerk. Declarant American West Communities, Inc. retains the right to unilaterally amend the declaration for any purpose. Now therefore the Declarant states that certain of the lots which are not yet built upon are under contract to be sold to Greenland LLC. In order to provide for a development which has a homeowner's association, more restrictive covenants and other benefits to the remaining parcels, Declarant hereby revokes the covenants described above, and replaces them with the following covenants. Further, to assist in the development process, Declarant, contemporaneously assigns its status as Declarant to the purchaser, Greenland LLC., hereinafter referred to as DECLARANT for the purposes of this amended Declaration. After this recording, Greenland shall have exclusive power and authority as DECLARANT over the lots described below and is substituted for American West.

This amendment covers only the following lots:

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 with the legal description of:

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, Block 1 of Lakeland Hills Subdivision Phase No.1, a Resubdivision of Tract 2D of the Resubdivision of Tract 2B of the Resubdivision of Tract 2A Energy Park Third Addition, Campbell County Wyoming, according to the official plat thereof filed for record 24 December 2002 in Book 7 of plats, pages 145 and 146 of the records of Campbell County, Wyoming.

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, and subject to which all the Properties shall be held, improved, and conveyed.

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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, 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. The undersigned Declarant further declares that this declaration and every provision hereof constitute not only covenants, but also equitable servitudes enforceable by and against any purchaser of any lot. These declarations are for the purpose of developing the lands herein according to a uniform plan.

ARTICLE I

Definitions

Section 1: Association shall mean and refer to Lakeland Hills Subdivision Homeowners Association for Lots 1 A and B through 9A and B, 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. If more than one party is record owner of any Lot, those owning the lot shall collectively be the "Owner" and shall be jointly and severally responsible for the obligations under these covenants.

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: There is no common area.

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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 streets therein.

Section 6: DECLARANT shall mean and refer to American West Communities, Inc.'s successor, Greenland Development Company LLC and its successors and assigns.

Section 7: Members shall mean and refer to every person or entity that holds membership in the Association.

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 DECLARANT until the sale of 18 of the lots, or Declarant proclaiming that it is done acting as the board of the association, whichever occurs earlier. Thereafter it shall consist of a duly elected Board of Directors of the Association. There shall be five (5) directors serving terms. Until the aforementioned conditions are met, the Declarant shall act as the board and have control of the association, subject to these declarations. The terms powers and duties of the board shall be as set forth by the bylaws of the association.

ARTICLE II

Nature and Purpose of Covenants

The covenants, conditions, and restrictions set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots and to provide for a way to enforce the covenants. These covenants, restrictions, and conditions are imposed upon DECLARANT and upon the Owners of all lots. Said 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

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the land, as the case may be. Declarant, the Owner(s) and the Association shall have the right to enforce these covenants.

ARTICLE III

Creation of Homeowners Association

Section 1: There is hereby created a homeowner's association known as the Lakeland Hills Subdivision Homeowners Association for Lots 1 A and B through 9A and B. This will be a non-profit association in accordance with W.S. §17-22-102 et. seq.

Section 2: The purposes for which the Homeowners association is created includes but is not limited to:

- a. To maintain a neat, clean, and uniform outward appearance of the structures through the use of the architectural committee (but not including painting, repairs to the foundations, or repairs or replacement of broken window glass or exterior).
- b. The maintenance and replacement of back yard perimeter fences for the Association and signage. To fertilize mow, keep free of weeds, and generally take care of all elements of front lawn landscaping grass, trees, and shrubs with the exception of watering. To keep sidewalks and driveways free of debris and reasonably clear of snow.
- c. To hold any and all monies deposited in the Association account, and to use those monies only for the purposes set out under this document and activities incident thereto.
- d. To care for and mow the front and back lawns located within the Subdivision. Yard watering within the other areas of the Subdivision, shall remain the obligation of the owners.
- e. To fix, levy, collect and enforce payment by any lawful means all charges or assessments incurred by the Association in fulfillment of its purposes. All charges shall be assessed against each Lot on an

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equal basis, that is, each Lot regardless of size or abutting front footage will bear an equal share of the total expenses assessed.

f. To purchase insurance insuring the board and other insurance as the board deems necessary.

g. To do the other acts that are reasonably necessary to carry out its purpose.

ARTICLE IV

Property Rights

Section 1: OWNERS' ENJOYMENT Every owner shall have a right of enjoyment of ownership of his lot, subject to the following easement and provisions:

- a. the right of the Association to assess and charge a reasonable maintenance, and operation fee for its purposes: 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, or Bylaws
- b. the right of the Association to suspend the voting rights, assess a late fee as determined by the board for late payment, to tow vehicles not in compliance with these covenants at the owner's expense, to enter on the property of an owner to enforce a covenant, and right to suspend services to an owner for any period during which any assessment against his lot remains unpaid.
- c. the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purposes of providing services improving or operating the facilities.
- d. the right of the Association, through its Board of Directors to adopt and publish rules and regulations, and bylaws for the association's operation.

ARTICLE V

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Use of Residential Lots

Section 1: USE - Each lot within the Properties, shall be constructed improved, used and occupied only for Townhouses, Duplexes or Single Family homes. No fences shall be allowed in the front yards.

Section 2: PETS AND OTHER ANIMALS - Dogs, cats, and usual and ordinary household pets may be kept in any dwelling subject to the conditions below. No more than two pets will be allowed; each pet shall not exceed 20 pounds in weight. Pets in a front yard must be restrained without the use of visible fencing material. All waste shall be removed promptly after the animal deposits it.

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, provided home offices will be allowed as long as the traffic created is not above normal household use. DECLARANT, its successors or assigns, may use Properties for a model home site, and display a 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 on any lot at any time, either temporarily or permanently, except for a development construction or sales office which shall be removed upon the sale of the last lot. No travel trailer, camper, boat, truck larger than a one-ton pickup, or similar equipment shall be permitted to remain upon any property 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.

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Section 7: COVENANTS - These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Subject to the rights of DECLARANT as hereinafter set forth, they may be amended by a vote of 2/3 of the owners.

Section 8: HOMES - To maintain the esthetics of the subdivision, no mobile or modular homes shall be allowed. Any single story home shall be "stick built", and shall have a size of at least 1200 square feet. Any duplex shall be at least 1200 square feet per level per side. If there is a two story duplex, it shall have a minimum of 1050 square feet per level per side. There shall be no more than two stories to any structure and a structure shall not exceed 30 feet in height. All homes shall have an attached garage, which may be attached by a breezeway. The exteriors of all structures shall be painted (as appropriate) and maintained so as not to deplete the property values of the surrounding lots. No homes, or other structures may be built on the property without prior approval of the plans by the architectural committee who shall be able to determine the appropriateness of the size, and exterior appearance of the home and garage and any other structures. The process used by the committee to perform its functions shall be as provided in the homeowner's association bylaws. After approval no additional structures may be built without prior approval of the same committee. Storage sheds which are constructed and painted to match the exterior of the home shall be allowed. The structures on any lot shall have a uniform appearance with the home, and shall be sided, bricked, stuccoed, or painted so as to have an attractive appearance.

Section 9: FENCES - there shall be no fences in the front yards. Fencing in the back shall be uniform within the subdivision. However, the association may replace the fences in sections with a different material, as needed as part of a general plan of upgrading the fencing.

Section 10: DRIVEWAYS - Driveways shall be concrete and constructed to meet City of Gillette design and construction standards.

Section 11: 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 not housed inside a garage shall be in a storage area other than on the 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

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operating condition. No major repairs can be made to any vehicle unless performed inside the homeowner's garage.

Section 12: NUISANCES - No nuisances or offensive activity shall be carried on within the subdivision by persons or their pets, nor shall anything be done or permitted which shall constitute a public nuisance or which will endanger any person, or which violates any laws.

Section 13: LAWNS - Lawns must be watered as frequently as necessary in order to be kept in a neat-appearing condition. Weeds will be sprayed or cut. The homeowner's association will mow and maintain the front and back lawns, but shall not water. Trees shrubs and lawn ornaments must be placed so as not to interfere with fences and other structures, and so as not to materially hamper lawn care. Lawn ornaments shall be attractive.

Section 14. LANDSCAPING - All landscaping shall be complete in the case of new construction or remodel by August 30th of the year construction is completed.

Section 15. CONSTRUCTION - Any construction shall be began and ended within 12 months.

Section 16: ENFORCEMENT - Enforcement shall be by proceeding at law or equity against any person or persons in accordance with the provisions contained herein. Any owner may be enjoined from violation of the covenants, and may be made to pay for the cost to remedy or remove the infraction without proof that there is an adequate remedy at law. It shall be presumed that an injunction is a proper remedy. No bond shall be required of the Association in seeking an injunction either permanent or preliminary in nature. Each owner, and or the board of the Association shall have standing to enforce a covenant. At any proceeding to enforce the covenants, the person violating the covenant shall pay the attorney fees and costs of the persons seeking to enforce the covenant, and person/and or persons seeking enforcement shall have a judgment for the cost of remedying the violation, which shall become a lien against the property of the person in violation.

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ARTICLE VII

Covenants 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) annually or more frequently if necessary for assessments or charges for enforcement of covenants, such assessments to be established and collected as hereinafter provided.

A contingency assessment will be charged at the initial sale of each lot to cover the interim expenses of operation of the association. In addition, an annual assessment will be charged. To establish the amount of the assessments, the DECLARANT, or the board, as the case may be, shall adopt a budget establishing the estimated costs for the operation of the association for a year. The owners will be charged a yearly assessment (prorated to the date of ownership) based on the budget. A reserve shall be built into the budget for contingencies, and the budget shall include costs to operate the association and costs for it to perform its functions as provided herein.

The assessments may be uniform each year, or if the association desires, a larger assessment may be charged to cover periodic costs as those come due. The association shall have the ability to change the frequency of the collection from annually to monthly or quarterly, as long as the assessments are uniformly charged. These and the other assessments, together with interest at the rate of 15% per annum, costs, cost of collection, 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 purposes

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stated herein, on behalf of the residents in the Properties, for the cost needed to fix an infraction, and Association costs.

Section 3: MAXIMUM ANNUAL ASSESSMENT - Until January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum equal assessment shall be fifteen hundred and seventy eight dollars (\$1,578.00) per year per lot. Six months, shall be due in advance for the annual assessment. The initial contingency assessment until all the lots are transferred shall be one hundred dollars (\$100.00). The assessments shall be due upon closing. The DECLARANT shall be responsible for the remaining amount of the yearly costs. DECLARANT shall not pay annual or special assessments on a per lot basis.

- a. From and after January 1st 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 thirty percent (30%) above the maximum assessment for the previous year without a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at meeting duly called for this purpose. of the membership.

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 fences or other capital improvement upon the said lots, 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 AND 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 in advance of the meeting. A quorum shall be 30% of all members attending in person and those voting by proxy.

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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 with the frequency as determined by the board.

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 following the conveyance of such lot by DECLARANT. The Board of Directors shall fix the amount of the annual assessment against each lot of 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 annually from the owner of each lot 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 certificate 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 not to exceed 10% of each delinquent assessment, plus interest at the rate of fifteen percent (15%) per annum on such assessment.
- b. Creation of Lien The amount of all delinquent regular and special assessments plus interest thereon and any expenses reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall become a lien upon the lot so assessed, which shall attach to the lot as of the time Association causes to be recorded in the office of the

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County Clerk of Campbell County, Wyoming, a Notice
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.

Two officers of the Association, or the DECLARANT shall sign the notice, as the case may be. The assessment lien shall be also 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 of proceeding. The assessment lien may be enforced by judicial foreclosure or by power of sale as in a mortgage 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 or any member thereof 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 the recordation of the assessment lien.

- c. Curing the Default Upon the timely curing of an default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby

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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 or power of sale foreclosure hereunder 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 a policy of insurance to cover liability for the directors and officers. In addition, the Association will carry a blanket policy to cover the structures owned by the Association, if any. Each lot owner is responsible for covering his home, structures, interior and contents and the fence on the property. The board shall take bids on an annual basis for insurance.

Any contractor that provides any type of service directly to the Association shall maintain proper coverage the event of damage or destruction by fire or other casualty to any property covered by insurance

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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 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 two-thirds (2/3) 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 improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same conditions 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 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 VIII

Delegation of Responsibilities

The board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, at least one of whom shall be a Board Member. It may hire employees, and agents.

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ARTICLE IX

General Provisions

Section 1: ENFORCEMENT - The Association, or any owner, shall have the right to enforce, by an 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 or the right to do so thereafter. There shall be no liability on the part of the Association or board for failure to enforce the covenants.

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. They may be amended at any time by a vote of 2/3 of the owners of the lots signing a document amending the same. In addition as long as Declarant holds title to any lots herein, Declarant reserves the right to unilaterally amend the covenants as long as the amendment does not materially adversely affect any owner.

Section 4: ADDITION OF LAND - The DECLARANT may from time to time subject additional lands to the terms of this Declaration by recording an instrument so declaring and subjecting such lands provided; however, that such lands shall be adjacent to the lands then subject o this Declaration. In such event the lots comprising such additional lands shall be subject to all burdens and entitled to all benefits provided for hereunder as if originally included in this Declaration. The Owners of such additional lots shall be members of the Association upon the recordation of the instrument referred to above.

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

Section 5: LIABILITY OF MEMBERS AND BOARD The board shall not be liable for any failure to enforce these covenants, nor shall the

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architectural committee. Any person seeking enforcement of a covenant shall first apply to the architectural committee to do so. If it fails to act in 30 days, the member may bring an action. The member shall indemnify the board and the association from all costs and fees as a result of the action.


No liability exists for individual members for tort or contract just because they are members of the association. The board or its officers shall not be liable for actions or inactions unless it, or an officer is grossly negligent, or commits fraud or theft. The association shall not be liable to any member for its undertakings under this declaration. No suits may be brought by any member against the association or its members for negligence in the removal of snow or ice.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT AND SUCCESSOR DECLARANT herein, have hereunto set their hands this 12th day of July, 2006.

SUCCESSOR DECLARANT:
Greenland LLC.

DECLARANT:
American West Communities, Inc


Pat Green Manager



President

STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 12th day of July, 2006, by Pat Green who did swear and affirm that he is the manager of Greenland LLC and has full authority of the company to sign these covenants.

Witness my hand and official seal.




Notary Public

My commission expires: May 1, 2010

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STATE OF SOUTH DAKOTA)
COUNTY OF LEWIS & CLARK) §

The foregoing instrument was acknowledged before me this 11 day of July, 2006, by Robert L. Bove who did swear and affirm that he is the President of American West Communities, Inc and has full authority of the company to sign these amended covenants.



My commission expires: 1-30-2012 Kenneth L. Redden Notary Public

STATE OF WYOMING)
Campbell County) ss.
Filed for record this 14th day of July A.D. 2006 at 4:48 o'clock P. M. and recorded in Book 2171
of Photos on page 311-327 Fees \$ 56.00 874310
Christy Gunders RECORDED
County Clerk and Ex-Officio Registrar of Deeds ABSTRACTED ✓
INDEXED ✓
By Deputy E. Miller CHECKED ✓



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874311

**HOMEOWNER'S ASSOCIATION BYLAWS OF LAKELAND
HILLS SUBDIVISION LOTS 1 A and B through 9A and B**

RECITALS

Pursuant to the Declaration of Covenants filed for record on the 24TH Day of December, 2002 at Book 1824 of photos page 444 of the records of the Campbell County Clerk, Declarant American West Communities, Inc. retained the right to unilaterally amend the declaration for any purpose. Now therefore pursuant to that amendment which was filed at the records of the Campbell County Clerk on the 14th day of July, 2006

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, Block 1 of Lakeland Hills Subdivision Phase No.1, a Resubdivision of Tract 2D of the Resubdivision of Tract 2B of the Resubdivision of Tract 2A Energy Park Third Addition, Campbell County Wyoming, according to the official plat thereof filed for record 24 December 2002 in Book 7 of plats, pages 145 and 146 of the records of Campbell County, Wyoming.

Greenland LLC was appointed as successor Declarant. As such, Greenland, hereinafter, Declarant, hereby adopts these association bylaws to fulfill the purposes set out in the Covenants. Definitions will be the same as in the Declaration. In the event the Declaration and these bylaws, or amendments thereto conflict, the Declaration shall control.

BYLAW ONE

Board

(a) *Members.* There shall be a Board made up of 5 members who shall manage the affairs of the Association. The Declarant shall act as the board until all the lots are sold. Upon the final sale, or earlier, if he chooses, he may appoint five members to serve as the initial board until the next annual meeting. Thereafter, five members shall be elected to the board by the association, each member to serve a three-year term and to take the places of the class retiring.

(b) *Election.* Election to the board shall be by ballot of the members. A plurality of votes cast shall be required to elect the board members.

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Vacancies occurring in the board shall be filled, until the next annual election, by vote of the remaining members of the board.

(c) *Absences.* Any member of the board who shall be absent from four consecutive meetings of the board, unless the member shall present satisfactory reasons, shall be deemed to have resigned and ceased to be a member of, the board. Such member may, however, be reinstated by a majority vote of the board.

(d) *Nominations.* In May of each year the board shall appoint a nominating committee to consist of two members of the association who are not members of the board. At least four weeks before the annual meeting such committee shall advise the secretary of its nominations of candidates for the vacancies in the board to be filled at the next annual meeting, and these nominations shall be forthwith mailed by the secretary to the members of the association.

Other nominations may be made in writing if signed by at least two members and delivered to the secretary at least two weeks before the annual meeting, and these nominations shall likewise be forthwith mailed by the secretary to the members of the association.

(e) *Management Committee.* The board may elect annually, from among its members, a management committee of three members, at least one of whom shall be a board member and may delegate to this committee power to transact, when the board is not in session, business not affecting the established policy or procedure of the association. The management committee shall keep minutes of each of its meetings and report to the next meeting of the board.

BYLAW TWO OFFICERS

(a) *Officers.* The officers of the association shall be a president, a vice-president, a secretary, and a treasurer. The president and vice-president shall be elected annually by the board from among its elected members, and shall hold office until their successors have been elected. The secretary and treasurer shall be appointed by, and hold office for a period of time

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determined by, the board. The offices of secretary and treasurer may be held by the same person.

(b) *President.* The president, or in the president's absence, the vice-president, shall preside over all meetings of the association and the board. In the absence of both, a temporary presiding officer shall be elected from among the members present.

The president shall appoint all committees of the association and of the board, unless it is specifically provided or ordered otherwise. The president shall exercise a general supervision over all of the affairs of the association.

The president shall be a member *ex officio* of all committees, but the president shall not be counted in determining a quorum. In the absence of the president, the vice-president may serve in the president's stead.

(c) *Secretary.* The secretary shall keep a complete record of all proceedings and correspondence of the association and board. He or she shall send notices of meetings by mail to members of the association or board as may be required, shall keep a roll of the members of the association and further perform all other duties usually appertaining to the office of secretary.

(d) *Treasurer.* The treasurer shall perform the duties usually assigned to this officer. He may be, but does not have to be bonded at the direction of the board. He or she shall make payments only for bills properly approved by the board, and all checks shall bear the signature of the president or vice-president in addition to that of the treasurer. In the absence or incapacity of the treasurer, the treasurer's power to sign checks may be delegated by the board to one of its members. The treasurer shall send notices of the assessments to each owner, and shall collect the payments. The treasurer shall report deficiencies to the board, and prepare the initial lien noticed. All money collected shall be banked, and a separate trust account maintained for each contingency account. Records shall be open to inspection by any member upon request of the treasurer or the bank.

(e) *Execution of Documents.* Contracts and formal documents shall be signed by two officers of the board, or by two of its members whom it shall

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designate. Provided; however two officers of the board shall sign Notices of Lien.

(f) *Expulsion.* Any officer may be removed, either with or without cause, by the board at any regular or special meeting, except in the case of an officer chosen by the board, by any officer on whom such power of removal may be conferred by the board of directors. Any officer who shall become a disqualified person, as set forth in these bylaws, shall immediately, on the effective date of this disqualification, cease to be an officer.

(g) *Resignation.* Any officer may resign at any time by giving written notice to the board, to the president, or to the secretary of the association. Any such resignation shall take effect at the date of the receipt of this notice or at any later specified time, and unless otherwise specified, the acceptance of this resignation shall not be necessary to make it effective.

BYLAW THREE COMMITTEES

The regular committees of the association shall be:

(a) *Management Committee.* This committee's duties are set forth in Bylaw One, Paragraph (c).

(b) *Special Committees.* Special committees shall be appointed from time to time by the board to consider and report to it on subjects requiring investigation.

(c) *Architectural Committee.* The Architectural committee shall review all plans and specs of any structure proposed to be built, or built if any are done in violation of the covenants and approve them, or disapprove them. If any disapproval is given, the reasons therefore, and the requirements for approval shall be given in writing to the applicant. The committee shall consist of at least three members appointed by the board, each of whom shall be an Owner. Upon the resignation or death of a committee member, the remaining members may appoint a successor. The committee shall perform all duties incident to their purpose. These shall include, but not be limited to:

- i. *The committee must give written approval with respect to all matters stated in the declaration.* In addition thereto, no

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building fence, wall or other structure shall be commenced erected or maintained upon the properties nor shall there be a change in the exterior until plans and specs have been drawn showing the proposed changes and approval given by the committee. Plans must include a site plan, color scheme, and name of the contractor.

ii. *Whenever approval of the committee is required and plans have been submitted, the committee shall meet and approve or disapprove the design, etc. within 20 days after the plans are submitted. If the plans or specifications are disapproved in any respect, the applicant shall be notified where they are deficient. The committee may withhold approval for any appropriate reason, including aesthetic reasons, except that approval will not be withheld capriciously or for unreasonable reasons. If the committee fails to render an opinion within 20 days after submission, then this provision shall be deemed to have been complied with. However the homeowner must still comply with the covenants.*

**BYLAW FOUR
MEMBERSHIP, ADMISSION,**

(a) *Qualifications.* The qualifications for membership are the ownership of a legal or equitable interest in a lot in the subdivision described as Lakeland Hills phase 2. If two or more are the owners of one lot, the two shall be considered one member.

**BYLAW FIVE
MEETINGS OF THE ASSOCIATION**

(a) *Annual Meeting.* The annual meeting of the association for the election of members of the board and the transaction of the general business of the association shall be held on the 15th day of May of each year. A two-thirds vote shall be required for special assessment rates for capital expenditures as provided in §4 of Article VII of the covenants.

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(b) *Special Meetings.* Special meetings of the association may be called at any time by the president, and must be called at any time by the president, or in the president's absence the vice-president or secretary, on the written request of a majority of the board, or on written request of not less than 3 members of the association. Fifteen days' notice of any special meeting must be given to the members of the association, and the notice must state the object of the meeting.

(c) *Quorum.* Thirty percent of the members shall constitute a quorum at meetings of the association.

BYLAW SIX MEETINGS OF THE BOARD

(a) *Regular Meetings.* Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each member, personally or by mail, telephone, e-mail, facsimile at least three (3) days prior to the day named or such meeting. Members of the Board shall receive no compensation for their services as Board members.

(b) *Special Meetings.* The president may call a special meeting of the board at any time, and a special meeting must be called on the written request of any one member of the board. At least two days' notice by mail, telephone, or telephone facsimile (FAX) equipment of such meeting must be given to the members of the board, and the notice must state the object of the meeting.

(c) *Quorum.* Three members shall constitute a quorum at meetings of the board.

BYLAW SEVEN ORDER OF BUSINESS

(a) *Annual Meetings.* At the annual meetings of the Association the following shall be the order of business:

- (1) Roll call.
- (2) Determination of quorum

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- (3) Report of election of new board members
- (4) Report of the president
- (5) Treasurer's report
- (6) Setting of any special assessments for capital improvements only if necessary as provided by Section 4 Article VII of the Declarations.

(b) *Board Meetings.* At meetings of the board, the following shall be the order of business:

- (1) Roll call.
- (2) Minutes of preceding meeting and action thereon.
- (3) Reports of officers and committees.
- (4) Elections.
- (5) Adoption of a budget (annually).
- (6) Setting of the level of assessment, subject to the restrictions in the Covenants.
- (5) Unfinished business.
- (7) New business.

(c) *Power of the Board.* The Board of Directors shall have power to: adopt and publish rules and regulations governing the use of any improvements owned by the association, its facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

a) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, or the Declaration of Covenants;

c) Employ a manager, accountant, attorney, other professionals, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

d) The Board or its agents may enter any lot when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the

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Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Association.

(d) *Duty of the Board.* It shall be the duty of the Board of Directors to:

- a) cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.
- b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c) As more fully provided in the Covenants, to:
 - i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.
 - ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f) cause all officers or employees having fiscal responsibilities to be insured, as it may deem appropriate;

BYLAW SEVEN
LIABILITY

Liability of the Board. The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except

Page 8

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for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association.

BYLAW EIGHT
AMENDMENTS

These bylaws may be amended by the affirmative votes of 2/3 of the members voting at any regular or special meeting of the association, provided notice of such amendment or amendments and the nature thereof shall have been given to the members of the association at least one month prior to the date of the meeting at which such amendment or amendments are to be presented for consideration. Members not present at such meeting may vote by letter addressed to the secretary. The Declarant shall be able to amend these bylaws unilaterally until such time as no interest is held in any lots, as long as the amendment does not substantially impair any rights of a current owner.

The foregoing Bylaws, comprising 9 pages, constitute the original bylaws of the unincorporated association as duly adopted by the Declarant.

IN WITNESS WHEREOF, the undersigned has subscribed his name on the

13th day of July 2006.

[Signature]
Declarant

State of Wyoming)

§

County of Campbell)

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The foregoing Bylaws were signed before me by Patrick L Green
Declarant this 13th day of July, 2006.



Shelly R Hunt
Notary Public
My commission expires May 1, 2010

STATE OF WYOMING }
Campbell County }

Filed for record this 14th day of July A.D. 2006 at 4:50 o'clock P. M. and recorded in Book 2171
of Photos on page 328-337 Fees \$ 35.00 874311

Shant Sanders
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy Edna Miller



902302 Book 2313 of PHOTOS

Page 00809

902302

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
LAKELAND HILLS SUBDIVISION LOTS 1 A and B through 9A
and B**

Pursuant to the powers in the covenants filed on property 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 with the legal description of:

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, Block 1 of Lakeland Hills Subdivision Phase No.1, a Resubdivision of Tract 2D of the Resubdivision of Tract 2B of the Resubdivision of Tract 2A Energy Park Third Addition, Campbell County Wyoming, according to the official plat thereof filed for record 24 December 2002 in Book 7 of plats, pages 145 and 146 of the records of Campbell County, Wyoming;

Greenland LLC, DECLARANT retained the right to unilaterally amend the covenants as long as the amendment did not materially adversely affect any owner; and

WHEREAS all homes presently constructed on the property have uniform exteriors;

NOW THEREFORE, DECLARANT hereby declares that all of the properties described above shall be subject to the following, 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. The undersigned Declarant further declares that this declaration and every provision hereof constitute not only covenants, but also equitable servitudes enforceable by and against any purchaser of any lot. These declarations are for the purpose of developing the lands herein according to a uniform plan.

Section 8 of the covenants is hereby amended to add the following at the end of the paragraph: Both sides of any town home shall have the same paint color, and the same siding color. The roofs shall be the same color. Each side of a town

902302 Book 2313 of PHOTOS

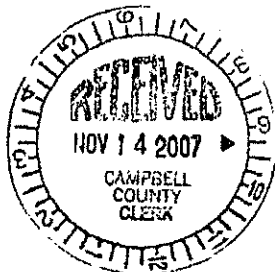
Page 00610

home shall be maintained so that the exterior shall not be substantially different in appearance with the adjoining home. All town homes shall be maintained so that the exteriors are substantially uniform in appearance with the other homes. Any proposed changes to exteriors shall be presented to the architectural committee for approval prior to the change being done.

Dated this 2 day of November, 2007.

DECLARANT:
Greenland LLC


Pat Green Manager



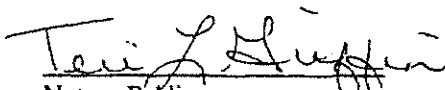
STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 2 day of November, 2007, by Pat Green who did swear and affirm that he is the manager of Greenland LLC and has full authority of the company to sign these covenants.

Witness my hand and official seal.



My commission expires:


Notary Public

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Susan F. Saunders, Campbell County Clerk by: R. JORGENSEN

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