

DECLARATION OF COVENANTS, CONDITIONS

AND

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570669

RESTRICTIONS

LITTLE THUNDER ACRES SUBDIVISION

THIS DECLARATION made on the date hereinafter set forth, by Charles Tyrrel, hereinafter referred to as Declarant.

WITNESSETH:

THAT WHEREAS, Declarant is the owner of certain property in Wright, Campbell County, Wyoming which is more particularly described by plat map as Little Thunder Acres Subdivision being EXHIBIT A attached hereto and recorded in clerks records in Book 4 Plats, Page 227.

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 the 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.

1. There shall be no more than one (1) single family dwelling house for each tract. There shall be no more than one (1) appurtenant building for each single family dwelling which appurtenant building shall be limited to a private garage or livestock shelter or barn.
2. No basement, tent, shack, garage, barn or other similar building shall ever be used as a residence, either temporarily or permanently.
3. No trailer home or mobile home may be used as a residence unless it is at least 12' x 65' or larger.
4. All animals shall be confirmed to the owner's property, and the property of any owner keeping animals shall be fenced by the owner to restrain all animals, at all times.
5. Commercial animal husbandry shall not be practiced in any form. Livestock may be kept on premises provided they are kept in a humane fashion.
6. No buildings or structure shall be erected, placed or located upon any property which is not set back at least fifty (50) feet from any easement or property boundary.
7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. Occupancy conditions which may be considered to be a nuisance to adjacent owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature, maintenance or care of the property.

STATE OF WYOMING }
 Campbell County } ss.
 Filed for record this 10th day of Sept. A.D., 1985 at 3:52 o'clock P.M. and recorded in Book 835
 Photos 633 on page Fees \$ 8.00
Sivian E. Addison
 County Clerk and Ex-Officio Register of Deeds
 RECORDED
 ABSTRACTED
 INDEXED
 CHECKED ✓
 By Deputy Connie Nannemann **570669**

8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, and waste shall not be kept except in sanitary containers. All rubbish, trash, garbage, and waste shall be regularly removed from the properties and shall not be allowed to accumulate. No burning of any type or nature shall be permitted unless done in an incinerator with a proper spark arrestor.

9. All clothes lines, garbage containers, wood piles, machinery, equipment or recreational vehicles shall be prohibited upon any tract unless obscured from view of adjoining lots and streets by appropriate screening or enclosures.

10. Vehicles which are not in a running condition or in a state of disrepair shall not be parked on the street in front of a residence or on the front driveway or in any parking area. Autos parked in any location or lot shall not appear to be non-functional or have weeds growing up around them. Auto wrecking yards, salvage yards, or the storage of unused, disabled or junk cars shall not be permitted.

11. No public or private sewage system shall be installed or utilized unless it first meets or exceeds all requirements of the State of Wyoming and Campbell County and an approved permit to construct is obtained. All septic systems are to be at least fifty (50) feet from adjoining properties. All systems shall be of such type and construction so as to prevent all dissemination of wastes above the ground and prevent the emanation of odor.

12. No individual water supply shall be constructed or permitted without first obtaining State of Wyoming approval.

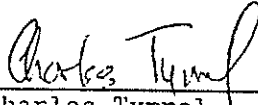
13. Resubdivision of these lots will not be allowed without the prior approval of 75 percent of all property owners.

14. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

15. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Any amendment of these covenants which would change the existing land use shall require the written approval of the Board of County Commissioners.

DATED this 28th day of August, 1985.

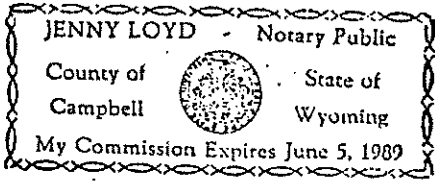


Charles Tyrrel

STATE OF WYOMING)
)
) : ss.
County of Campbell)

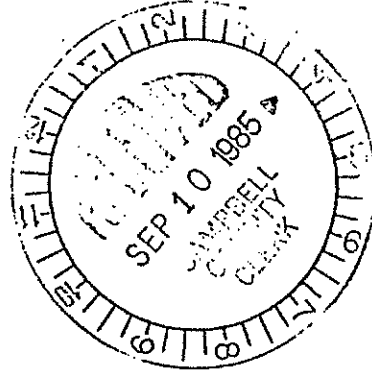
The foregoing instrument was acknowledged before me by Charles Tyrrel
this 25th day of August, 1985.

Witness my hand and official seal.



Jenny Loyd
NOTARY PUBLIC

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LANDOWNER'S COVENANTS FOR LITTLE THUNDER ACRES II

Cosner Corp., a Wyoming corporation, Durel B. Shrum and Cheryl Shrum, Donald G. Dooley and Janie E. Dooley, James L. Nelson and Susan M. Nelson and Douglas M. Lewis and Rissa J. Lewis, "OWNER", being the owners, of all the lots in Little Thunder Acres II, a subdivision located in Campbell County, Wyoming, the plat of which is filed in the Office of the County Clerk, Campbell County, Wyoming, the 10th day of March, 1998 in Gillette, Wyoming, in Book 6 of ~~PLATS~~ ^{PLATS} ~~PLATS~~, page 142, create the Little Thunder Acres II Landowners Association, and for themselves, their heirs, executors, administrators, successors and assigns, of the lots within the Little Thunder Acres II Subdivision, ("Little Thunder Acres II"), Campbell County, Wyoming, do hereby covenant and agree as follows:

(1) NAME:

The name of the Association is Little Thunder Acres II Landowners Association.

(2) PURPOSE:

The purpose for which the Association is created is as follows:

(a) To provide for a regular maintenance program for roads within the subdivision, such maintenance is to include, but is not limited to, providing gravel, grading and snow removal, drainage culvert maintenance at intersections and roadways, maintenance of drainage ditches, and maintenance of street signs but excluding driveway culverts on individual lots.

(b) To fix, levy, collect and enforce payment by lawful means all charges or assessments incurred by the Association in fulfillment of its purposes. Said charges shall be assessed each lot on equal basis, regardless of lot size or abutting front footage.

(3) MEMBERSHIP:

Every person or entity who is a record owner of a fee or undivided fee interest in any lot within "Little Thunder Acres II", including contract purchasers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. The membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Each member of the Association shall be entitled to one (1) vote for each lot owned within "Little Thunder Acres II". If a lot is owned by more than one (1) person or entity,

that vote shall be case as said lot owners shall agree, but shall be limited to one (1) vote total for each lot owned or each lot subdivided therefrom.

(4) MEMBERSHIP MEETING:

The Association shall hold an annual meeting of the membership on the first Monday of May of each year, and at such time or place as shall be determined by the officers of the Association. At said meeting, the owners shall approve a budget, schedule regular maintenance for the succeeding year, set the assessments for the succeeding year, and conduct such other business as may properly come before the Association.

Special meetings of the members for any purpose shall be called at any time by the president of the Association or any other officer in his absence. The secretary shall call a special meeting upon the written request of the members who have the right to vote when such written request is by one-fourth ($\frac{1}{4}$) of all the votes of the entire membership.

Notice of regular and special meetings shall be given to the members by the secretary. The notice may be given to a member either personally or by mailing a copy of the notice, postage prepaid, to his address. Notice of regular and special meetings shall be given not less than seven (7) days, nor more than twenty-one (21) days in advance of a meeting, and shall set forth the purpose of the meeting.

At any membership meeting, the presence, either in person or by proxy, of members entitled to vote constituting not less than fifty percent (50%) of the total membership votes shall constitute a quorum for the transaction of business. All proxies shall be in writing and shall be filed with the secretary at the commencement of the meeting.

(5) OFFICERS OF THE ASSOCIATION:

The officers of the Association shall include the president, the vice president, and secretary/treasurer or a secretary and a treasurer. The president shall preside at the meeting, receive and process complaints, represent the Association as necessary before the County Commissioners or any other body and be responsible for obtaining the maintenance and snow removal required. The vice president shall act in the absence of the president. A secretary shall keep all records of the Association and the treasurer shall be responsible to collect assessments of the members and make necessary disbursements of the Association's funds. No disbursements of the Association's funds shall be made without the joint signatures of two (2) officers of the corporation. Officers shall be elected for a term of one (1) year, and election of officers shall be by written ballot. The officers of the Association may be paid such salary or fees as the members of the Association shall determine at its annual meeting.

In the event a vacancy shall occur in one of the offices of the Association, the remaining officers shall appoint a member of the Association to fill that vacancy for the remainder of the terms. If the remaining officers fail to agree, a special meeting of the membership shall be called by the remaining officers of the purpose of selecting a replacement to fill the vacant office.

(6) AMENDMENTS:

Amendments to this agreement may be made upon the vote of the owners of 65% of the lots within the subdivision.

(7) DISSOLUTION:

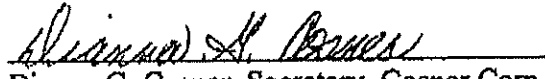
The Association may be dissolved upon a vote of 75% of the owners and all monies held by the Association shall be divided equally one a per lot basis.

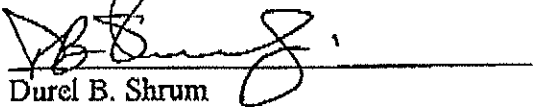
DATED this 27th day of Feb., 1998.

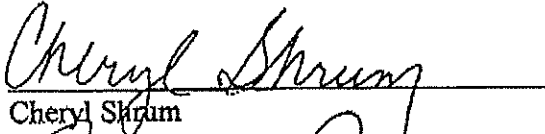
Cosner Corp.

Attest

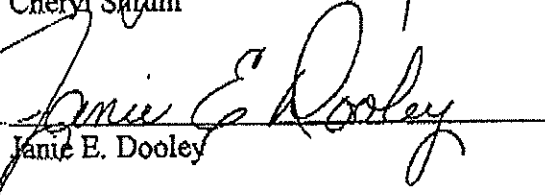

By: Ted R. Cosner, President

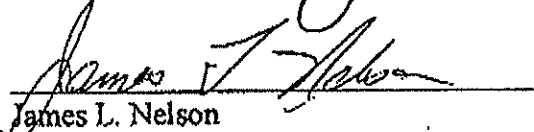

Dianna G. Cosner, Secretary, Cosner Corp.

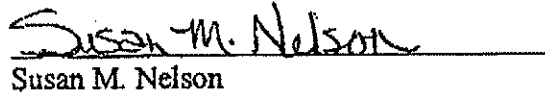

Durel B. Shrum


Cheryl Shrum

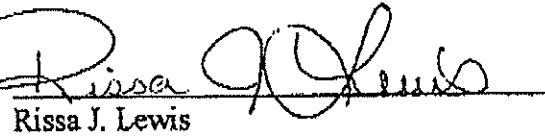

Donald G. Dooley


Janie E. Dooley


James L. Nelson


Susan M. Nelson

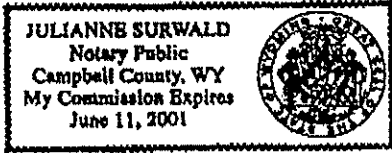

Douglas M. Lewis


Rissa J. Lewis

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged before me by Ted R. Cosner and Dianna G. Cosner on February 27th 1998.

WITNESS my hand and official seal.



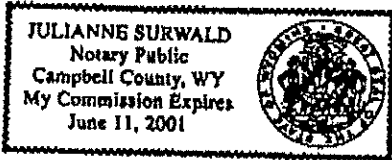
Julianne Surwald
Notary Public

My commission expires: June 11, 2001.

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged before me by Durel B. Shrum and Cheryl Shrum on February 27th 1998.

WITNESS my hand and official seal.



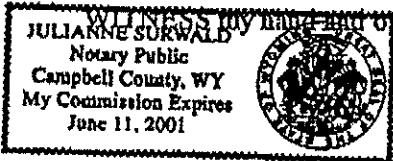
Julianne Surwald
Notary Public

My commission expires: June 11, 2001.

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged before me by Donald G. Dooley and Janie E. Dooley on February 19th 1998.

WITNESS my hand and official seal.



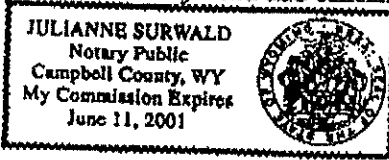
Julianne Surwald
Notary Public

My commission expires: June 11, 2001.

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged before me by James L. Nelson and Susan M. Nelson on February 20th 1998.

WITNESS my hand and official seal.



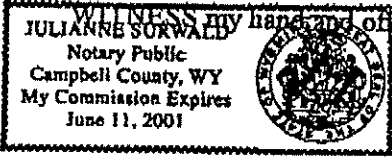
Julianne Surwald
Notary Public

My commission expires: June 11, 2001.

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing instrument was acknowledged before me by Douglas M. Lewis and Rissa J. Lewis on February 27th 1998.

WITNESS my hand and official seal.



Julianne Surwald
Notary Public

My commission expires: June 11, 2001.

STATE OF WYOMING)
Campbell County) ss.
I record this 10th day of March A.D., 1998 at 9:32 o'clock A M. and recorded in Book 1469
Photos on page 462-466 Fees \$ 14.00 729376
Susan Saunders RECORDED
Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED
By Heane Hockett
Deputy

