DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARADISE POINTE' SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARADISE POINTE' SUBDIVISION (hereinafter referred to as the "Declaration") is made this 28th day of January, 2015 by CD Development LLC, a Wyoming limited liability company (hereinafter the "Declarant").

Recitals

WHEREAS, the Declarant is the owner of certain real property and improvements situated in Campbell County, the State of Wyoming more particularly described as follows:

Lots 1, 2, 3, 4, 5, and 6, Paradise Pointe' Subdivision, City of Gillette, Campbell County, Wyoming, with such lots collectively being referred to as the "Lots".

WHEREAS, the aforementioned Lots constitute the lands described in the Subdivision known as Paradise Pointe' Subdivision (hereinafter the "Subdivision"). The Subdivision is platted and shall be recorded in the office of the County Clerk Ex Officio Registrar of Deeds of Campbell County, Wyoming. The Plat of the Subdivision is incorporated herein by reference in this Declaration by the Declarant as set forth in full, herein, with a copy attached hereto as Exhibit A for reference purposes; and

WHEREAS, it is the desire and intention of the Declarant that the lands constituting the real property and improvements located in the Subdivision (hereinafter the "Property") shall be developed and maintained as a highly desirable residential area and development (hereinafter the "Project"); and

WHEREAS, the Declarant desires to subject the Property, including all Lots, to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitude set forth in this Declaration to create an attractive and enjoyable subdivision and to create a high quality residential development.

Declaration

NOW, THEREFORE, the Declarant hereby pronounces that in order to achieve the objectives and desires of the Declarant:

(a) all of the Property described above, including all Lots, 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 the Property, including the individual Lots, and which shall run with the Property and be binding on all parties having any legal or equitable

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right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of and burden each Owner thereof;

- (b) all the Lots of the Subdivision (the Property) shall be held, transferred, sold, conveyed or contracted to be conveyed by the Declarant and the successors and assigns of the Declarant subject to this Declaration and the conditions, restrictions, reservations and conveyances now on record and upon the following express conditions, provisions, reservations restrictions, servitudes and covenants (collectively, the "Covenants"). Each and every Covenant is for the benefit of and shall burden the entire Subdivision, including the Property and the individual Lots, and shall be for the benefit of and shall burden every Owner therein. This Declaration and the Covenants contained herein shall be binding on all Owners of Property in the Subdivision and their successors-in-interest and assigns regardless of how such interest is acquired. This shall include, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These Covenants are imposed pursuant to a general plan for the improvement and benefit of the Subdivision and the Property; and
- (c) all Owners, their successors and assigns, each and every one, shall have the right to enforce this Declaration and the Covenants as they are imposed upon each Lot, the Property, and each Owner. This Declaration and the Covenants are imposed upon the Subdivision, including the Property and the individual Lots. All of the Recitals are incorporated herein by reference.

Article 1 Definitions

As used in this Declaration or in any Supplemental Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

- 1.1 "Architectural Control Committee" means the Committee established pursuant to Section 2.1 which shall review and approve all matters as provided within this Declaration and the Covenants as contained herein. The Architectural Control Committee may also be referred to herein as the "Committee".
- 1.2 "Building" shall mean any permanent Structure, including the primary residence (the Dwelling), garage, and other permanent fixtures on a Lot.
- 1.3 "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, easements, liens and charges imposed by or expressed in this Declaration and any amendments to the same as may be adopted from time to time.
- 1.4 "Day" or "Days" shall mean and refer to calendar days unless otherwise specifically provided in this Declaration.
- 1.5 "Declarant" shall mean and refer to CD Development LLC, its agents, Members, successors, and assigns.
 - 1.6 "Declaration" shall mean this instrument as it may be amended from time to time.

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- 1.7 "Dwelling" shall mean a Building intended for use as a single family residence.
- 1.8 "Improvements" shall mean all Structures and appurtenances thereto of all kinds and types, including but not limited to Buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items that are located totally on the interior of a Building and cannot be readily observed when outside thereof.
- 1.9 "Lot" or "Lots" shall mean and refer to any tract, tracts, plot, or plots of land shown upon any recorded Subdivision Plat of Paradise Pointe' Subdivision with the exception of streets dedicated to the public as shown upon the recorded Subdivision map.
- 1.10 "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding mortgagees and others who have such interest merely as security for the performance of an obligation.
- 1.11 "Paradise Pointe Subdivision" shall mean and refer to the real property and improvements as identified on the attached Plat consisting of Lots 1, 2, 3, 4, 5, and 6, Paradise Pointe' Subdivision, City of Gillette, Campbell County, Wyoming.
- 1.12 "Plat" shall mean the final Subdivision Plat for the Paradise Pointe' Subdivision covering the Property recorded in the office of the Clerk of Campbell County, Wyoming, as the same may be amended from time to time.
- 1.13 "Property" shall mean and refer to the real property consisting of Paradise Pointe' Subdivision according to the Plat, including all Lots, and shall further mean and refer to such additional real property and improvements as may hereinafter be made subject to this Declaration by Amendment or Supplemental Declaration.
- 1.14 "Setback" shall mean the distance from the front property line of a Lot, or, as applicable, the side property line of a Lot, as provided herein.
- 1.15 "Structure" shall mean anything constructed or erected, the use of which requires location on the ground or attachment, to something having a fixed location on the ground.
- 1.16 "Subdivision" shall mean the Paradise Pointe' Subdivision, with all Lots and Property therein as shown on the Plat recorded in the office of the Clerk of Campbell County, Wyoming and any amendments thereto, and as referenced within this Declaration.
- 1.17 "Vehicle" shall mean any device designed to operate on wheels, tracks, runners, or other means for transporting persons or objects, or for any other purpose, whether or not the same is operable. The term "Vehicle" shall include but not be limited to automobiles, trucks, boats, campers, recreational vehicles, motorhomes, trailers, fifth-wheel trailers, snowmobiles, 4-wheelers, or off-road vehicles.

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Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Article 2 Architectural Review And Control; Architectural Control Committee

- 2.1 <u>Creation Of Architectural Control Committee.</u> In order to protect the quality and value of the homes and improvements (the Buildings) built on the Property and for the continued protection of the Owners thereof, an Architectural Control Committee (hereinafter "Committee") is established consisting of three (3) Members appointed by the Declarant. The Committee will initially consist of Donald F. Schuh, Cathy S. Schuh, and Ben Novotny (hereinafter the "Members"). The Committee will control the development of the Subdivision and the enforcement of the Covenants except as otherwise provided herein. The Architectural Control Committee shall be self-perpetuating and any vacancy may be filled by the Owners of the Lots with each Lot having one (1) vote.
- 2.2 Meetings Of The Committee. Members of the Committee shall elect a Chairperson who shall maintain written records of all proceedings and actions taken by the Committee, and who shall be responsible for all correspondence. Meetings of the Committee may be called at any time by the Chairperson as required to transact business, and the Committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The Committee is further hereby empowered to adopt such regulations as it shall deem appropriate consistent with the provisions of this Declaration with regard matters requiring the Committee's approval, including matters of design, materials, and aesthetic interest pertaining to all Lots, Buildings, Dwellings, Structures, and Improvements within the Subdivision. The decisions of the Committee shall be made by majority vote.
- Approvals Required; Time Limits. 2.3 No Building, Dwelling, Structure, Improvements, or landscaping improvements of any type shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration of any existing Building, Structure, Dwelling, or Improvements be made until the plans and specifications showing the nature, kind, shape, configuration, height, materials, color, and location of the same and such other detail as the Committee may require shall have been submitted to and approved in writing by the Committee as to conformity with the requirements of this Declaration in compliance with such architectural and landscaping design guidelines as the Committee may adopt from time to time. The Lot Owner shall submit to the Committee the Preliminary Site and Design Plan for any proposed construction. In the event the Committee fails to approve, disapprove, or specific the deficiency in such submitted plans, specifications and location within forty-five (45) days after submission to the Committee in such form as it may require, approval will not be required, and this Article shall be deemed to have fully been complied with respect to such submittals. If the request for approval by the Committee is rejected because of non-compliance with the Covenants or this Declaration, the reasons therefore shall be stated. Committee decisions shall not be arbitrary or capricious. Notwithstanding the foregoing provisions of this Section, all construction and all Buildings, Structures, Dwellings, and Improvements must comply with the requirements of all Ordinances and laws of the City of Gillette, Wyoming.

- Structures, And Improvements. The visual harmony and aesthetic appeal of the Subdivision being a mutual concern to all Owners and having a direct bearing on the value of the Lots, Buildings, Dwelling, Structures, and Improvements thereon, the Committee shall, without limiting the generality of the foregoing Section, review the building style, location, texture, design and color scheme of the outside walls, fences, screening devices, roofs, patio roofs, and the exterior of all Buildings, Dwellings, Structures, and Improvements proposed to be erected or otherwise constructed upon any Lot and to require all such items and basic landscaping to conform with the guidelines adopted by the Committee, and to require the maintenance thereof as approved. The Owner shall not make any changes to the color of the outside walls or fences or change roof colors or materials without the prior written approval of the Committee.
- 2.5 Variances. Upon written request, the Committee may and shall have the ability, in its sole discretion, to vary the limitations contained in this Declaration when strict compliance with the Covenants would result in a hardship on a Lot Owner, however only to the extent that the requested variance is consistent with the intent and purpose of the Covenants and this Declaration which is to ensure a Subdivision that is aesthetically attractive and is a highly desirable residential area. The Committee shall approve or disapprove the request for a variance within forty-five (45) days after its submittal to the Committee. The failure of the Committee to provide such approval or disapproval shall not be deemed an approval nor shall waive the requirement for approval. Any variance which may be granted by the Committee shall not serve as a waiver or approval of any further variances with the requirements of this Declaration and the Covenants provided herein.
- 2.6 Immunity Of Committee, Its Members, And The Declarant. To the maximum extent permitted by law, the Declarant, the Committee, and its Members shall be immune from liability for its or their acts or omissions, including, but not limited to, negligent acts or omissions. Neither the Committee nor any Member thereof shall be liable to any Owner or to any other third party for any damage suffered or claimed on account of any act, action or lack thereof, or the conduct of the Committee or any Members thereof, so long as the Committee or the respective Members thereof acted in good faith on the basis of the information they then possessed.
- 2.7 <u>Declarant's Right To Complete Development.</u> No provision of this Declaration shall be construed to prevent or limit Declarant's right to complete the development, construction, promotion, marketing, and sale of Lots developed from the Subdivision, to construct or alter improvements on any Lot within the Subdivision, or to post signs incidental to the development, construction, promotion, marketing and sale of the Subdivision. Nothing contained in this Declaration shall limit the rights of the Declarant or require the Declarant to obtain approval for any matters whatsoever, including, without limitation, to excavate, cut, fill, or grade any Lot owned by the Declarant.

Article 3 General Provisions

3.1 <u>Declaration And Covenants Run With The Land; Amendment.</u> The Covenants, conditions, and restrictions of this Declaration shall run with and bind the Property (including all Lots) for an Initial Term of twenty-five (25) years from the date this Declaration is

recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years, each (with each successive extension period referred to as an "Extended Term"). This Declaration and the Covenants contained herein may be modified by the unanimous vote of the Lot Owners, with the Owners of each Lot collectively having one (1) vote. Such requirements shall apply to the Initial Term and any Extended Term. No amendment to this Declaration shall be effective until recorded with the Clerk of Campbell County, Wyoming.

- 3.2 <u>Authority To Enforce Declaration And Covenants.</u> The provisions of this Declaration and any Amendments, including all Covenants as provided herein, may be enforced by any of the following persons or entities under the procedures outlined herein:
 - 3.2.1 The Declarant so long as it has retained ownership of any of the Property; or
 - 3.2.2 The Owner of any Lot adversely affected.
- 3.3 Methods Of Enforcement. Enforcement of this Declaration and the Covenants shall be by proceedings at law or in equity: (a) against any person or persons violating or attempting to violate any Covenant of this Declaration, including but not limited to any Lot Owner(s), either to restrain or enjoin the violation or to recover damages, or both, including but not limited to any claim for damages, injunction, abatement, specific performance, foreclosure, rescission, cancellation of any contracts, or such other remedies at law and equity which may be available in a Court of law; (b) against any Lot to enforce any lien or the Covenants by this Declaration; (c) either of the aforementioned methods; and (d) any other remedy and method of enforcement as may be available at law or in equity.
- 3.4 Written Notice Of Violation. Before the Declarant or any Lot Owner(s) may bring an action to enforce this Declaration and the Covenants, the Declarant or Lot Owner(s), as applicable, shall first afford the person or persons violating or attempting to violate this Declaration or the Covenants a meeting to contest the existence of the violation. The Declarant or Lot Owner(s), as applicable, shall provide written notice of the violation to the Owner(s) of the Lot at issue, that the violation(s) must be corrected within thirty (30) days, or that the alleged violator must demand a hearing before the Committee to contest the existence of the violation. All notices and responses shall be provided pursuant to Section 12.1.
- 3.5 Hearing. If the alleged violator requests a hearing to contest the existence of the violation, he, she, it, or they shall make a written demand for a hearing sent by Certified mail delivered to each Member of the Committee and to each Lot Owner on or before ten (10) days from the date of the mailing of the notice of the violation. The hearing shall be informal in nature and shall be conducted by the Committee or its designee at a date and time selected by the Committee. The Committee shall provide written notice of the date and time set for the hearing within ten (10) days following the receipt of the request for hearing to the person(s) requesting such hearing, and shall also provide a copy of the notice to each Lot Owner.
- 3.6 <u>Decision</u>. Within ten (10) days after the conclusion of the hearing, the Committee shall render a determination as to the existence or nonexistence of the violation. If the Committee

determines there is a violation or an attempted violation of any Covenant or requirement of this Declaration, the Declarant or a Lot Owner(s), as applicable, may proceed to enforce this Declaration and the Covenants in the manner set forth herein.

- 3.7 Fees And Costs. In the event any proceeding at law or in equity is brought and successfully prosecuted by the Declarant or any Lot Owner(s) to enforce this Declaration and the Covenants, the Declarant or the Owner(s), as applicable, shall be entitled to recover all damages incurred in the enforcement, including but not limited to liquidated damages in the amount of one hundred dollars (\$100.00) per day, subject to adjustment as provided herein, from the date of the violator's receipt of notice of the violation(s). The Declarant or Owner(s) shall also be entitled to recover their costs incurred in the enforcement of this Declaration and the Covenants, including but not limited to reasonable attorneys' fees, costs, and expenses incurred. The liquidated damages shall be increased twenty percent (20%) at the commencement of each five (5) year period commencing on the anniversary date five (5) years following the date of the execution of this Declaration.
- 3.8 <u>Judgment; Lien, Enforcement.</u> Any judgment granted in favor of the Declarant or the Owner(s) for damages, attorneys' fees and costs shall be a lien in favor of the enforcer (the Declarant or the Owner(s), as applicable) against the Owner(s) or violator, as applicable, and against the Lot(s) which is the subject of the proceedings, shall be a continuing lien on the Lot(s), shall be an obligation of the Owner of the Lot(s) and may be enforced as provided by law.
- 3.9 Waiver: Failure To Enforce. The failure or forbearance by the Committee, the Declarant or any Owner(s) to enforce this Declaration or the Covenants contained herein shall in no event be deemed to be a waiver of the violation or the right to seek enforcement of the Covenants as provided herein. The remedies provided for in this Declaration shall be cumulative and not exclusive. The Committee, the Declarant, or any Owner shall not be liable to any person for failure to enforce any of the terms of this Declaration, for personal injury, loss of life, damage to property, economic detriment, or any other loss caused either by their enforcement or non-enforcement of this Declaration.
- 3.10 Lot Owner Liability. Each Lot Owner shall be responsible and liable for any violations made or caused by such Lot Owner and every family member, agent, employee, contractor, material supplier, invitee, licensee, tenant, sub-lessee, or assignee of such Lot Owner.

Article 4 Nature And Purpose Of Covenants

4.1 Nature And Purpose Of Covenants. Paradise Pointe' Subdivision shall be made up of six (6) lots ranging in size of approximately 2.32 acres to 4.30 acres per Lot. The Covenants set forth in this Declaration are to enhance the desirability and attractiveness of the Lots for the benefit of all Owners of Lots therein. This Declaration and the Covenants are imposed upon the Declarant and upon the Owners of all Lots and shall be binding upon the Lots. The Declaration and Covenants shall be a burden upon each Lot and shall benefit the Owner of each Lot and their heirs, successors, Trustees, and assigns. All Covenants as provided within these Declarations are

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intended as and are hereby declared to be the Covenants running with the land or equitable servitude upon the land, as the case may be.

Article 5 Residential Use Of Lots

5.1 Residential Use Of Lots; No Further Subdivision; No Rezoning Of Lots. Each Lot within the Subdivision shall be used and occupied for single family private residential purposes consistent with the zoning regulations of the City of Gillette, Wyoming. The occupancy of a single family dwelling shall be limited to persons related by blood, adoption, or marriage, or to other persons living together as a single household, no more than two (2) of whom are unrelated to any other occupant. No Owner shall seek to modify the current zoning of the Lots comprising the Subdivision which Lots are zoned R-S. No Lot shall be further subdivided.

Article 6 Construction

Building Requirements And Restrictions; Required Building Size And Height Restrictions. Except as otherwise provided hereafter, no Building, Dwelling, Structure, or Improvements shall be constructed, erected, altered, or maintained on any Lot, be used, designed or intended to be used for any purpose other than a single family dwelling, together with usual and appropriate affiliated structures. In no event shall a manufactured home be erected, placed, or permitted to remain on any Lot. No Building, Dwelling, Structure, or Improvements shall be built, constructed, placed or materially altered within the Property and on each Lot unless conforming in all respects to the standards and guidelines adopted by the Committee from time to time, and unless and until the plans, specifications, and site plan therefore have been reviewed, in advance, and approved, in writing, by the Committee in accordance with the provisions of Article 2, and comply with all applicable Ordinances of the City of Gillette, Wyoming. The Dwelling shall have a minimum fully enclosed finished area devoted to living purpose, exclusive of porches, terraces, and garages, with the minimum square foot requirements as provided on the attached Schedule 1.

No Building, Dwelling, Structure or Improvements shall be erected, altered, placed, or permitted to remain on any Lot other than a single family Dwelling not to exceed the number of stories as identified on the attached **Schedule 1** in height, exclusive of the basement, as applicable, and a private garage having not less than three (3) garage doors to accommodate three (3) Vehicles, with a minimum size of twenty-four (24) feet by thirty-four (34) feet. A garage shall be attached to the Dwelling. A recreational vehicle garage may be constructed provided the same is attached to the Dwelling and further provided the construction has been approved by the Committee.

6.2 <u>Construction Materials; Building Location.</u> All Buildings (including the Dwelling and other Structures) shall be completed and ready for occupancy within eighteen (18) months after construction commences. All Buildings, Dwellings, Structures and Improvements shall be stick-built or shall utilize insulated concrete forms (ICF) and shall be constructed on site. The Committee may consider allowing other construction methods as it may determine in its sole discretion. No mobile homes or modular or prefabricated dwellings or garages may be placed on the Lot. All exterior materials shall be wood, brick, stucco, Dryvit, steel, or Hardy Plank, CanExel,

or any combination thereof, as approved by the Committee. No vinyl siding shall be allowed. All siding materials shall be of an earth tone hue, and all of such materials shall be approved by the Committee. All Buildings, Dwelling, Structures, and Improvements shall have a minimum of thirty (30%) of the entire Building, Dwelling, or Structure or forty-five percent (45%) of the front constructed with brick, rock, or cultured stone exposed. All roofs shall have a 6-12 roof pitch and shall be constructed of earth tone materials (including black) asphalt shingles, concrete tile, or prefinished steel raised seam, to the extent permitted by the Building Code of the City of Gillette, Wyoming. The sidewalls of the main level of a Dwelling shall be constructed with a minimum height of nine (9) feet. All Buildings, Dwellings, Structures, or Improvements shall be constructed and maintained in such a fashion and of such materials so as not to detract from the architectural theme of the Subdivision and in conformance with the standards and guidelines adopted by the Committee from time to time.

Except with respect to Lot 1, the front of all Buildings, Dwellings, Structures, and Improvements shall face Moonshiner Street and shall be parallel to the Lot lines. With respect to Lot 1, the Dwelling may be placed on a diagonal basis or may face either Overdale Drive or Moonshiner Street. No Building, Dwelling, Structure, or Improvements (including any deck) shall be located nearer than twenty-five (25) feet from the side Lot line.

No temporary house, shack, shed, or other similar structure shall be placed on any Lot at any time, including but not limited to the period of time during the construction of any Building, Dwelling, or Structure. All job and tool trailers shall be removed by the builder or subcontractors when construction on a Lot is completed.

- 6.3 Flues and Vents. Unless otherwise approved by the Committee, all flues and vents (other than fireplace runs and chimneys) shall exit the roof of a Building, Dwelling, or Structure on the rear side of the roof rather than on the street side.
- Required Building Size And Height Restrictions. No Building, Dwelling, Structure, or Improvements shall be erected, altered, placed or permitted to remain on any Lot which contains less than the square feet of living area, and if the Dwelling contains more than one (1) story, less than the minimum square footage of living area at grade as provided within the attached Schedule 1 which provides for the minimum square feet, minimum footprint, height restrictions and setbacks attached hereto and incorporated herein by reference. The square footage of living area shall be based on the interior living space at or above the grade of the Lot, exclusive of the basement, porches, patio, and garages. No Building, Structure, or Improvements shall be erected, altered, placed or permitted to remain on any Lot which exceeds the height restrictions set forth in Schedule 1 attached hereto unless the Committee approves the same, in writing. At the time that the plans and specifications for the Dwelling and any other Building, Structure, or Improvements are submitted to the Committee, the parties seeking approval shall submit the plans in a form acceptable to the Committee showing compliance with the minimum square footage requirements as provided within the attached Schedule 1 and other requirements of this Declaration. Any storage shed constructed on a Lot shall not exceed twelve (12) feet by fourteen (14) feet and shall not have sidewalls taller than eight (8) feet. The storage shed shall be constructed of materials as approved by the Committee.

- 6.5 Open Space Designation For Each Lot. Each Lot Owner, with the exception of Lot 1, shall cause to remain in a natural condition, and unmowed and unimproved, that portion of the Lot designated as "Open Space" as depicted on the attached Schedule 2, subject to the ordinances of the City of Gillette, Wyoming. The area which begins two hundred and seventy (270) feet from the front Lot line and continues to the designated drainage area shall not be mowed due to erosion, however may be subject to mowing by the Owner as may be required by the applicable City Ordinances. Such portion of Lots 2 through 6 shall remain in its natural state and shall not be mowed, seeded, or otherwise improved. Only walking or hiking shall be allowed on the open space of a Lot. Any easement road maintained by the City of Gillette, Wyoming shall not be used by any other persons.
- 6.6 Setbacks. Subject to the requirements of the applicable Ordinances of the City of Gillette, Wyoming and the rights of the Committee to approve any site plan for any Building, Dwelling, Structure, or Improvements to be constructed upon a Lot:
- **6.6.1** All Buildings, Dwellings, Structures, and Improvements shall be subject to the setback limitations set forth in <u>Schedule 1</u>, attached hereto.
- 6.6.2 For purposes of this Section, eaves, steps, uncovered decks or patios, chimneys and gutters shall not be considered as a part of the Dwelling for setback purposes.
- **6.6.3** If the applicable Ordinances of the City of Gillette, Wyoming require setbacks that are more restrictive than this Declaration, the more restrictive setback requirements shall be applicable.
- 6.7 <u>Duty To Maintain Lot.</u> From and after the date of the purchase of a Lot, including prior to and following the construction of a Building, Dwelling, Structure, or Improvements, the Owner of the Lot shall perform all normal maintenance on all Structures on the Lot. Subject to the provisions of Section 6.5, each Lot Owner shall keep the grass on the Lot properly cut, keep the Lot free from weeds, waste, and trash including, without limitation, construction waste, and shall maintain the same. If all or any portion of a Building, Dwelling, Structure, or Improvements is damaged or destroyed by fire, vandalism, or other casualty, the Lot Owner shall, with due diligence, promptly rebuild, repair, or reconstruct such Building, Dwelling, Structure, or Improvements in a manner which will substantially restore to its original condition, subject to the approval of any plans which may deviate from the original construction as approved by the Committee.
- 6.8 <u>Waste Storage and Disposal.</u> No Lot shall be used or maintained as a dumping ground or gathering place for rubbish, trash, or garbage. Waste shall be kept in sanitary containers. All equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition and shall be stored out of view. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate.
- 6.9 Exclusive Water And Sanitary Sewer Service. Each Lot Owner shall be obligated upon the construction of a Dwelling on any Lot to connect to and obtain service from the water and sewage disposal system provided for the Subdivision by the City of Gillette,

Wyoming. No other water or sewage system shall be permitted on or for any Lot. The Owner of each Lot is responsible for determining the location and elevation of the sewer service and determining how the location and the elevation of the sewer service will affect the type and location of the Dwelling and Building to be constructed upon the Lot.

- 6.10 Soil Analysis. The purchaser and Owner of any Lot in the Subdivision shall be responsible for obtaining and reviewing all soil reports relating to the Lot and shall be responsible for engaging a Registered Professional Engineer licensed by the State of Wyoming with geotechnical expertise to evaluate the soil conditions.
- 6.11 <u>Driveways.</u> Driveways shall be paved from the street to the garage with material such as concrete or paving stone. Driveways shall be a minimum of sixteen (16) feet in width and shall not to exceed twenty-six (26) feet in width at the street. Intersection culverts shall be placed under driveways as required by the City of Gillette, Wyoming and prudent construction practices. Driveways shall be maintained by the Lot Owner.
- 6.12 Fences. The construction plans for all fences shall be approved, in writing, by the Committee prior to their construction. Fences extending to the rear of the Dwelling shall be constructed of either white vinyl or black wrought iron. Fences extending from the Dwelling to the street, subject to setback requirements, shall be constructed of black wrought iron, only, and shall be no higher than four (4) feet in the front yard and no higher than six (6) feet in the back yard. There shall be no chain link, barb wire, fort-type fences, split rail, or dowelled fences on any Lot. The Committee may, in its sole discretion, allow the construction of fences made with other materials as construction materials and methods are evaluated. No fences shall be constructed past two hundred and seventy (270) feet deep from the front Lot line of each Lot, which fence lines are shown on the attached Schedule 2.
- 6.13 Secondary Structures. The plans, specifications, and other requirements for the construction of a Dwelling and secondary Structures shall be provided and approved by the Committee. A secondary Structure, other than a storage shed, shall not exceed the total square footage of fifty percent (50%) of the Dwelling, with a maximum dimension of thirty (30) feet by forty (40) feet. The maximum wall height for all secondary Structures, other than a garage, shall not exceed eight (8) feet above ground level. An attached garage shall have a maximum wall height not to exceed ten (10) feet above ground level. All secondary Structures, with the exception of a storage shed, shall be attached to the Dwelling. All such Buildings, Dwellings, Structures, and Improvements shall be constructed in conformity with the materials and architectural construction requirements of this Declaration. It shall be a requirement that a Dwelling must be constructed prior to or simultaneously with the construction of a secondary Structure on a Lot. No second garages nor shops shall be constructed on a Lot.

Should a Lot Owner or occupant desire to store one (1) recreational vehicle, including a motorized recreational vehicle or trailer, the same may be stored outside an enclosed Structure provided the same is stored behind a fence constructed to the side of an attached garage and set back ten (10) feet from the front of the garage.

- 6.14 No Commercial Use. No Lot, Building, Dwelling, Structure, or Improvement shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purposes, including but not limited to stores, shops, repair shops, storage, restaurants, dance hall, pipe yards, oil field business, construction yard, livestock, agricultural enterprise, or public place of amusement. Businesses utilizing telecommunications or electronic storage/retrieval shall be permitted as approved by the Committee, provided such business does not require the physical presence of customers, vendors, clients or patient traffic. Notwithstanding the foregoing sentences of this Section, a business or home occupation conducted solely by mail or telecommunications may be conducted from the residence provided such use otherwise is in compliance with all of the covenants, conditions, and restrictions of this Declaration. Noxious or undesirable acts or undesirable use of any portion of the Property and Lots, including but not limited to loud sound equipment, noisy Vehicles, amplified music performances, or the creation of strong odors, are prohibited and shall not be permitted or maintained.
- 6.15 No Temporary Residences. Except for the storage of a motorhome or recreational vehicles as provided within Section 6.13, no Vehicle, motorhome, mobile home, bus, trailer, camping vehicles, or other vehicle, tent, shed, shack, garage or barn or any structure other than the main residence and garage erected on a Lot shall at any time be used as a temporary or permanent residence within the Subdivision nor stored on any Lot.
- 6.16 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, domestic cats, or other domesticated household pets residing inside the Dwelling may be kept for an Owner's personal use, provided such animals are not bred or maintained for commercial purpose. Furthermore, no more than three (3) dogs and/or cats may be kept on a Lot, subject to any more restrictive limitations as may be imposed by the City of Gillette, Wyoming. All household pets shall be properly restrained and controlled at any time they are within the Property. "Household pets" as permitted herein shall not include livestock, pigeons, poultry, swine, water fowl, reptiles or any animal which is not otherwise domesticated. Notwithstanding the foregoing sentence, household pets shall not be kept on the Lot which unreasonably bother or constitute a nuisance to other Owners.

Barking dogs shall be considered an annoyance and a nuisance and shall be considered a violation of this Declaration and the Covenants. Pets shall be kept in an area on the Lot which is adequately fenced to the side and rear of the Dwelling. All pet areas shall be maintained in a clean and sanitary condition so as to not be offensive to other Lot Owners. Any condition determined by the Committee to be offensive shall be corrected upon notification to the offending Owner within thirty (30) days. Commercial breeding, commercial boarding, or raising of animals for sale is prohibited. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become a nuisance in the neighborhood. Any condition determined by the Committee to be offensive shall be corrected upon notification to the offending Owner within thirty (30) days.

6.17 <u>Clotheslines.</u> No outside clotheslines shall be erected or placed on any Lot.

- 6.18 Antennae. No antennae, microwave, or other receivers or transmitters, including, without limitation, those commonly referred to as "satellite dishes" shall be erected or placed on any Building, Dwelling, Structure, or Improvement or on any Lot which is visible from the front of the Dwelling and other Buildings unless placement is approved, in writing, by the Committee, which approval shall be within the sole and absolute discretion of the Committee.
- 6.19 Exterior Lighting. All exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby Lots as determined by the Committee. All post designs and free-standing structures for lighting shall be approved by the Committee.

Article 7 Sub-Surface Use

- 7.1 <u>Surface Utilization.</u> Mineral rights have been severed from the surface within the Subdivision, and therefore no minerals have been conveyed to a Lot Owner.
- 7.2 <u>Mineral Exploration Development or Production.</u> Each Lot Owner in the Subdivision hereby assigns, grants, and conveys his or her rights to negotiate and collect surface damages for mineral exploration, development, and productions to the Committee subject to the following:
- 7.2.1 Proposals for Exploration. The Committee shall receive all proposals for surface access or damage agreements from the Operator(s) seeking surface access for mineral exploration, development, or production on the Lots. Any such proposal shall set forth all damages attributed to the entire Subdivision, the proposal terms and condition for the right of access to the surface land, and such proposal shall set forth the amount of damages to the nature and extent of access to be attributed to each individual Lot Owner.
- 7.2.2 Circulation of Proposals. The Committee shall circulate the proposals(s) among the Lot Owners within the Subdivision with ten (10) business days of receipt and may also negotiate to receive clarification or additional proposals.
- 7.2.3 Approval of Proposals. The Committee shall approve, on behalf of all Lot Owners, only those surface damage agreements which are unanimously approved, in writing, by all Lot Owners.
- 7.2.4 Distribution of Proceeds. Upon the unanimous approval of the Lot Owners, the Committee shall direct the Operator or other person making the approved proposal to pay the damages as provided under the proposal to the individual Lot Owners.
- 7.2.5 Failure of Proposal. If unanimous approval of the Lot Owners is not obtained, the Committee shall make no agreement for the surface access or damages.
- 7.2.6 Condemnation. In the event all of the Lot Owners of the Subdivision cannot reach unanimous approval of a given proposal, no individual Lot Owner may agree to grant

surface access or receive surface damages, provided however than if an Operator posts a bond for entry in accordance with Wyoming law, the Committee may in its usual course of business decide to pursue the claims on behalf of the Lot Owners collectively, the individual Lot Owner may pursue its individual claims for damages at his, her, or their own expense after assignment of that right is granted to them from the Committee. Such an assignment shall not be unreasonably withheld. Neither the Committee nor any Lot Owner acting in an individual capacity shall be required to make or pursue any claim for damages.

Article 8 Vehicles

8.1 Restrictions On Vehicles And Parking. Except as provided for within Section 6.13, no Vehicle, motorhome, bus, trailer, camp trailer, camping unit, camping vehicles or boat shall be parked or kept on any Lot or on any street in the Subdivision except within a garage for any period in excess of ten (10) days in any three hundred and sixty-five (365) day period, with any portion of a day to constitute a day.

No Vehicle, motorized or otherwise, including but not limited to those identified within Section 1.17, herein, shall be parked overnight on any street of the Subdivision, and no such Vehicle shall be parked at any time overnight except in the garage constructed on a Lot or adjacent to the garage as provided within Section 6.13 other than during the period of construction.

8.2 <u>Parking Of Vehicles.</u> The outdoor parking, storage, or repair of Vehicles is prohibited upon any portion of the Property or Lot, except as otherwise provided within Section 6.13, as well as any activities which may be or become an annoyance or nuisance to other Lot Owners.

Article 9 Water Drainage

9.1 Water Drainage. Each Lot Owner shall be responsible for insuring that water drainage is continuous and adequate, and to insure that individual Lot landscaping and topography does not adversely impact other Lots or roadways within the Subdivision or adjoining lands dedicated to the public.

Article 10 Utility Access

10.1 <u>Utility Access.</u> Lot Owners shall allow utility access for the reading of meters or other devices and for installation access or maintenance access of any and all utilities installed in the Subdivision. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the flow of water through the drainage channels in the easement. The easement area of each Lot and all Improvements in it shall be

maintained continuously by the Owner of the Lot except for those Improvements for which a public authority or utility company is responsible.

Article 11 <u>Aesthetic Maintenance</u>

- 11.1 Signs. Except for signs of the Declarant and its realtor advertising for sale the Lots during the initial sale of the same, no signs of any kind shall be displayed to the public view except one (1) sign not of more than five (5) square feet advertising the property for sale or rent. The Declarant or its realtor may display a sign no more than twenty-four (24) square feet advertising the Lots for sale. Lot Owners may install a flag pole as approved by the Committee.
- 11.2 Landscaping: Invasive Weeds. Within eighteen (18) months following substantial completion of the Dwelling, the Owner shall complete the landscaping of the yard, including the front, side, and back yards. Each front and side yard visible from the public street shall be sodded or hydro-seeded and landscaped to the rear of the Dwelling. The front and side yards shall be sodded or hydro seeded with a minimum of thirty percent (30%) coverage in grass. With respect to all rear yards, the same shall be landscaped to two hundred and seventy (270) feet from the front Lot line and shall consist of a minimum of thirty percent (30%) grass coverage, exclusive of any concrete or other surfacing material behind the Dwelling. All rear yards not visible from the public street shall be, at a minimum, seeded with grass by broadcast seeding. Each Lot shall have a minimum of six (6) trees at least six (6) feet in height at the time of planting which shall be planted in the front and back yards. No cottonwood or Russian olive trees or similar species shall be planted or grown on a Lot. Lot Owners are encouraged to refer to the document titled "Trees and Shrubs of Campbell County" and similar documents available from the Campbell County Extension Office when determining the type of trees and landscaping to be planted.

The Lot Owner shall maintain, repair, and replace the landscaping to keep the same in an attractive condition at all times in accordance with the rules and regulations established by the Committee. The Lot Owner shall be responsible for maintaining the entire Lot, including spraying and the removal of invasive weeds.

- 11.3 Appearance; Maintenance Of Buildings, the Dwelling, Structures, And Improvements. All Buildings, the Dwelling, Structures, and Improvements on each Lot shall be maintained by the Lot Owner so as to remain in a state of good repair, and shall be neat and well-kept in appearance. All repairs shall be made in a timely manner.
- 11.4 <u>Telephone, Electrical, And Utilities.</u> All telephone, electrical, and other utility wires and/or cables shall be placed underground from the main trunk lines to the Buildings, Dwelling, Structures, and Improvements on each Lot.

Article 12 General Provisions

12.1 <u>Notices.</u> Any notice, request, instruction or other document or communication to be given hereunder shall be given in writing and shall be deemed to have been duly given: (a) if

mailed, five (5) days following the mailing of such notice in any general or branch office of the United States Postal Service enclosed in a registered or certified postage-prepaid envelope; (b) on the day of delivery if by hand delivery to the person to whom delivery is to be made pursuant to this Declaration; or (c) if sent by other means, when actually received by the party to whom such notice has been directed at the last known address of the Owner or the party to whom notice is to be given. If notice of any violation of this Declaration and the Covenants is to be made to a person or entity other than an Owner of a Lot, the Owner of the Lot shall also be provided with the same notice given to the third party.

- 12.2 <u>Amendment.</u> This Declaration and the Covenants contained herein may be amended only as provided within Section 3.1.
- 12.3 <u>Severability</u>. The invalidity of any provision of this Declaration or the Covenants contained herein by judgment or Court order shall not affect any other provision hereof, and all remaining Covenants and obligations as provided within this Declaration shall remain in full force and effect.
- 12.4 <u>City Ordinances Control.</u> If the City of Gillette, Wyoming imposes any limitations on the use or development of a Lot which is more restrictive than the restrictions imposed by this Declaration and the Covenants contained herein, the more restrictive limitations of the City of Gillette, Wyoming shall take precedence over this Declaration and the Covenants.
- 12.5 <u>Default.</u> An Owner or other individual or entity which fails to comply with the terms of this Declaration and the Covenants contained herein shall be deemed to be in default if he, she, or it fails to perform any requirement as provided herein after being provided notice of such non-compliance or violation of this Declaration.
- 12.6 <u>Schedules.</u> All Schedules attached to this Declaration and referred to herein as designated Schedules are hereby incorporated herein by reference and shall become a part of this Declaration.
- 12.7 <u>Articles, Sections, And Captions.</u> All Articles, Sections, and captions used herein are for convenience of reference, only, and shall not affect the interpretation of the provisions of this Declaration.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has here unto set its hand and seal the 28th day of January, 2015.

CD DEVELOPMENT LLC

Its: Co-Manager

Date Signed: 1- 28 - 20/5

By: Cathy S. Schuh
Its: Co-Manager
Date Signed: /-28-2015

tina R beery

STATE OF WYOMING)ss

COUNTY OF CAMPBELL

This instrument titled "Declaration of Covenants, Conditions and Restrictions of Paradise Pointe' Subdivision"" was acknowledged and signed before me by Donald F. Schuh, Co-Manager of CD Development LLC, known to me (or satisfactorily proven) to be the person named in the foregoing instrument, and who acknowledged that he freely and voluntarily executed the same for the purposes stated therein, this 28th day of January, 2015.

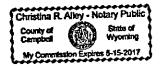
WITNESS my hand and official seal.

My Commission expires: 5-15.2017

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

This instrument titled "Declaration of Covenants, Conditions and Restrictions of Paradise Pointe' Subdivision" was acknowledged and signed before me by Cathy S. Schuh, Co-Manager of CD Development LLC, known to me (or satisfactorily proven) to be the person named in the foregoing instrument, and who acknowledged that she freely and voluntarily executed the same for the purposes stated therein, this 28th day of January, 2015.

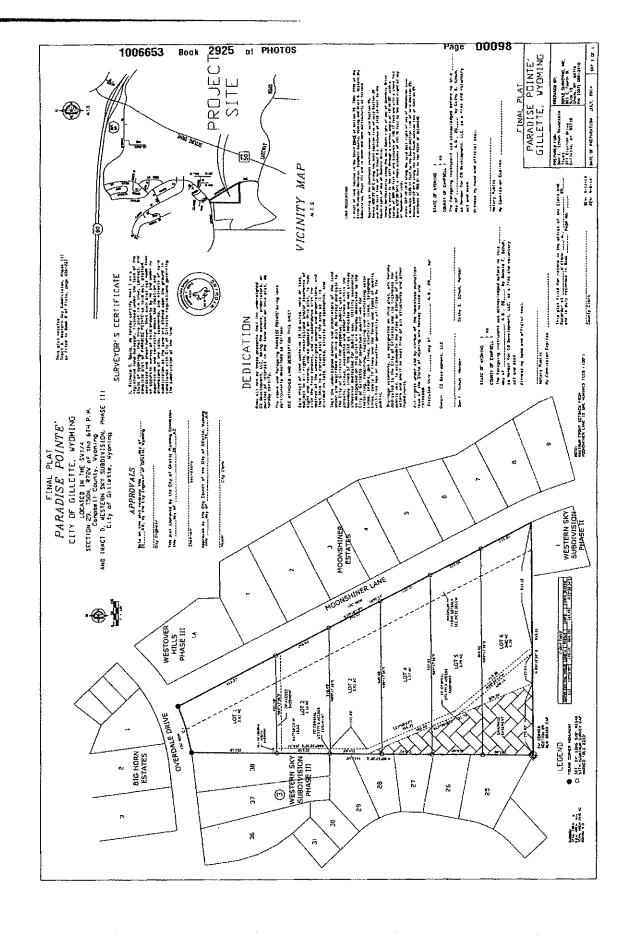
WITNESS my hand and official seal.



My Commission expires: 5-15-2017

14-506.9

Exhibit A Plat of Paradise Pointe' Subdivision



Schedule 1 MINIMUM BUILDING SIZE, FOOTPRINTS, SETBACKS & MAXIMUM HEIGHT FOR LOTS

Lot Numbers	Minimum Building Size Footprint	Minimum Setbacks
Lot 1	One (1) story ranch style Dwelling, with or without a basement, having a minimum of 4,500 sq. ft. on the ground level	Front: Pursuant to City of Gillette RS Zoning Standards
	i Rever	Side: Pursuant to City of Gillette RS Zoning Standards
Lot 2	One (1) story ranch style Dwelling, with or without a basement, having a minimum of 4,000 sq. ft. on the ground	Front: Minimum setback – 80 feet Maximum setback – 100 feet
	level	Side: 25 Feet
		Fence: A maximum of 270 feet from the front northeast property corner in a cardinal direction
Lot 3	One (1) story ranch style Dwelling, with or without a basement, having a minimum of 3,500 sq. ft. on the ground	Front: Minimum setback – 80 feet Maximum setback – 100 feet
	level	Side: 25 Feet
		Fence: A maximum of 270 feet from the front northeast property corner in a cardinal direction
Lot 4	Either a one (1) story ranch style Dwelling, with or without a basement, having a minimum of 3,000 sq. ft. on	Front: Minimum setback – 80 feet Maximum setback – 100 feet
	the ground level, or a two (2) story Dwelling, with or without a basement,	Side: 25 Feet
	having a minimum of 2,300 sq. ft. on the ground level	Fence: A maximum of 270 feet from the front northeast property corner in a cardinal direction

Lot 5	Either a one (1) story ranch style Dwelling, with or without a basement, having a minimum of 2,500 sq. ft. on		Minimum setback – 80 feet Maximum setback – 100 feet
	the ground level, or a two (2) story Dwelling, with or without a basement,		25 Feet
	having a minimum of 2,000 square feet on the ground level	Fence:	A maximum of 270 feet from the front northeast property corner in a cardinal direction
Lot 6	Either a one (1) story ranch style Dwelling, with or without a basement, having a minimum of 2,500 sq. ft. on	Front:	Minimum setback – 80 feet Maximum setback – 100 feet
	the ground level, or a two (2) story Dwelling, with or without a basement,	Side:	25 Feet
	having a minimum of 2,000 square feet on the ground level	Fence:	A maximum of 270 feet from the front northeast property corner in a cardinal direction

Schedule 2 DIAGRAM SHOWING MINIMUM LOT SETBACKS, FENCE LINE LOCATIONS RELATIVE TO EACH LOT

EXHIBIT SHOWING SETBACKS FOR

PARADISE POINTE' CITY OF GILLETTE, WYOMING, 2 BIG HORN OVERDALE DRIVE WESTOVER HILLS PHASE III RECEIVED FEB 0 6 2015 CAMPBELL COUNTY CLERK 36 3 WESTERN SKY SUBDIVISION S PHASE III 2 30 MOONSHINER ESTATES 28 26 7 25 - 513.95 ---

1006653 Recorded on 2/06/2015 at 4.38.60 Book 2925 of PHOTOS Susan F. Saunders, Campbell County Clerk

Fee 84.00 Pages 78 to 102 by: B. GREGORY

> RECORDED ABSTRACTED INDEXED CHECKED

1012100

AMENDMENT #2 THE TENTH HOLE ESTATES – PHASE I BY GILLETTE LAND III, LLC

DECLARATION OF PROTECTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS:

THE BELOW TEXT AMENDS THE DECLARATION OF PROTECTIVE COVENANTS

THE DECLARATION OF PROTECTIVE COVENNATS SHALL BE AMENDED TO THE FOLLOWING:

- The title to the covenants shall hereafter be "The Tenth Hole Estates by Gillette Land III, LLL Declaration of Protective Covenants."
- That Gillette Land III, LLC, a Wyoming LLC located at PO BOX 4008, Cheyenne, WY, 82003 (the "declarant"), is owner of all the certain property situated in Campbell County, State of Wyoming known and described as:

Block 1: Lots 1-17 Block 4: Lots 1-15 Block 3: Lots 9-16

Of the Tenth Hole Estates -Phase I and Phase 2 to the city of Gillette, Wyoming according to the official plat thereof as recorded with the Campbell county clerk of Campbell county, Wyoming (hereinafter the "Tenth Hole Estates -Phase I" when referring to the development the "lots" when referring to the specific lots within the development).

SUCH TEXT SHALL REPLACE THE RELEVANT PORTION OF PAGE 1 OF THE DECLARATION OF PROTECTIVE COVENANTS

DECEMATION OF PROTECTIVE COVENANTS
DATED this 15th day of MAN 2015
Doclarant: RECEIVED RECEIVED
Jeff Marrioty, Vice President, Gillette Land III 1500 CAMPBELL
STATE OF WYOMING COUNTY CLERK
COUNTY OF LARAMIE
The foregoing was acknowledged before me this 15 day of 100, 2015, by Jeff Manion, Vie Residuted Liability Company, who represented to me he was
Witness my hand and official seal.
Stefanie A. Illingworth - Notary Public Notary Public My commission expires: June 9, 2015 Stefanie A. Illingworth - Notary Public County of Laramie My Commission Expires June 9, 2015

1012100 Recorded on 6/23/2016 at 1.16.00 Book 2956 of PHOTOS I Susan F. Saunders, Campbell County Clerk

Fee 12.00
Pages 293 to 293
by: B. GREGORY

RECORDED ABSTRACTED INDEXED CHECKED