

901580

**OUTBACK ESTATES  
GARY AND JAMIE GILBERT**

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
OUTBACK ESTATES**

THIS DECLARATION, made on the date hereinafter set forth by GARY GILBERT and JAMIE GILBERT, hereinafter referred to as "DECLARANTS".

WITNESSETH:

WHEREAS, DECLARANTS are the owners of a certain property in Campbell County, State of Wyoming, more particularly described as follows:

Township 49 North, Range 73 West, 6<sup>th</sup> P.M.  
Section 18: NE $\frac{1}{4}$ NW $\frac{1}{4}$

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

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

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

**ARTICLE I  
DEFINITIONS**

Section 1: "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 a security for the performance obligation.

Section 2: "Outback Estates" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of these covenants, conditions, and restrictions.

Section 3: "Lot" shall mean and refer to any plot of land shown upon and recorded in this subdivision. These covenants shall apply to each and every of the five (5) numbered Lots of Outback Estates, as designated and shown on the certain final plat prepared by Doyle Land Surveying and approved by the County Commissioners and recorded in the Office of the County Clerk of Campbell County as Document # 901578 on October 29, 2007, in Book 9 of Plats, page 4.

Section 4: "DECLARANT" shall mean and refer to Gary Gilbert and Jamie Gilbert, their successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the DECLARANT for the purpose of development.

Section 5: 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.

## ARTICLE II NATURE AND PURPOSE OF COVENANTS

Outback Estates as described above shall be made up of a total of five (5) lots of varying sizes, but each over five acres in size, totaling approximately forty (40) acres. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and lots therein. These covenants are imposed upon DECLARANTS, and upon the owners of all lots, and Homeowners' Association. Said covenants are for the benefit of all lots, and shall bind up the owners of all such lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his heirs, successors and assigns.

## ARTICLE III USE OF LAND

### Section 1. ZONING AND SETBACKS

- a. All Lots within Outback Estates will be Zoned R-S and will adhere to all restrictions set forth by established Campbell County Zoning regulations.
- b. All homes will be stick built or modular. No mobile or manufactured homes shall be allowed.
- c. Minimum setbacks for residential buildings shall be no less than thirty (30) feet to the front Lot line; forty (40) feet to the rear; and fifteen (15) feet to the side Lot line. Minimum setbacks for accessory buildings shall be no less than six (6) feet to the side; and ten (10) feet to the rear Lot line.
- d. Consideration should be given to place structures so as not to disrupt the view of neighboring Lot owners and to provide continuity with the natural surroundings.

### Section 2. BUILDING PLANS AND APPROVAL

It is the intent of these Covenants to ensure that the homes and accessory buildings constructed within Outback Estates are higher than average homes in terms of quality, appearance, and styling. The Lot owners wish to promote a high quality of construction and appearance for each building to be constructed in the subdivision to protect each other's desired lifestyles and property values but at the same time offer the relaxed atmosphere of rural living. Therefore, both restrictions and recommendations have been set forth herein.

- a. All buildings, fencing, and any other improvements constructed on a Lot shall be appropriate in character, design, color, and architecture in relation to the general area and to the other homes in the subdivision. For illustration purposes only, geodesic domes, straw bale structures

- of inferior construction quality or design than what are typical in the area, and underground homes would be discouraged.
- b. Lot owners shall retain a professional civil engineer licensed in the state of Wyoming and knowledgeable in the principles of geotechnical engineering to evaluate the soils and groundwater level to determine the structural engineering needs of any proposed construction.
  - c. Any building erected on the Lot shall be of new quality materials. Trailers shall not be used as permanent residence during construction or thereafter. Notwithstanding any other provision contained in this Declaration of Covenants, trailers may be used for construction purposes during construction of the house or garage/accessory building. Once construction of a structure is commenced on a Lot, construction of that structure shall be completed within eighteen (18) months of commencement. Mobile homes shall not be used as temporary or permanent residences at any time. No building materials shall be stored on any Lot for more than ninety (90) days unless substantial construction of a building is actually in progress. During the period of construction of any residence or other building upon any Lot of the subdivision, the said Lot and area shall be kept as neat and orderly as possible. No structure on any Lot may be inhabited until it has been completely enclosed and substantially completed and sanitary facilities and utilities have been installed and have met all Campbell County regulations and guidelines.
  - d. Every primary residential dwelling that is a single story home shall have a minimum of one thousand five hundred (1,500) square feet of above-grade finished living area. Every primary residential dwelling that is a two-story home (above grade) shall have a minimum ground level floor area of no less than one thousand five hundred (1,500) square feet of finished living area on the ground level.
  - e. Recommended Sidings for residential dwellings, and all additional accessory buildings, include the following materials and must be properly installed according to manufacturer's instructions or by a professional:
    - i. Painted, stained or treated cedar siding, which shall be properly maintained after installation.
    - ii. Stained, painted or treated logs.
    - iii. Traditional stucco, Drivit or other high quality stucco-like siding.
    - iv. Masonry (natural or cultured stone or brick).
    - v. High quality manufactured/composite siding such as "WeatherBoards, "Hardiplank Lap Siding" or "Hardishingle Siding".
    - vi. Vinyl or Metal Lap siding.
  - f. All soffit and fascia shall be considered a part of the siding and shall be installed using new quality material and in accordance with the siding materials recommended above.
  - g. All major rooflines of any primary residential dwelling shall be pitched with at least a 5/12 pitch. Permitted roofing materials shall be (i) tile or slate; (ii) asphalt shingles with at least a 30 year rating; (iii) high quality composite shakes; (iv) real cedar shakes; (v) metal roofing with a baked enamel or high quality coated finish and in an architectural grade with concealed screws/fasteners or (vi) other such higher than average quality roofing material.

No residence, building, fence, wall, or other structure shall be constructed, or replaced on any Lot within the subdivision until the plans and specifications showing the location of the structure and the plans for construction have been approved by the Home Owners' Association as to the location of all structures, quality of workmanship and materials, and harmony of external design with the existing structures, location with respect to topography, finish grade, elevation, and in compliance with the covenants and restrictions contained herein.

Whenever an owner of a Lot wishes to construct a primary residential dwelling, an accessory building, or any permanent improvement/construction, the Owner shall submit to the president of the Home Owners' Association (herein "Association") a minimum of one (1) full set of building plans for such proposed construction. Such building plans shall show all exterior elevations of the proposed building(s) and shall designate all the materials to be used for all exterior materials so that the Association has sufficient information to evaluate if the proposal meets the requirements set forth herein.

Upon receipt of such plans, the President shall call a special meeting of the Homeowners' Association for the purpose of reviewing the plans submitted as soon as possible, but in no event shall such meeting occur later than twenty (20) calendar days from the date of the president's receipt of the plans. The president shall attempt to circulate the plans to the Lot owners before the meeting, if possible. At said meeting, each owner shall have the opportunity to comment on the plans and discuss the same. At the conclusion of the discussion, the Association shall vote on its approval of the proposed plans. Each Lot shall be entitled to one (1) vote, pursuant to the terms set forth in the Covenants. The Association shall issue a written statement outlining the result of said vote and whether the Association approved or denied the proposed plans. In the event the Association fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, of no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. If denied, the Association shall further provide a written summary of the reasons for such denial and shall provide the same to the Lot owner who proposed the plans within ten (10) days from the date of said meeting. The person submitting the plans shall have the right to make application to the Association for review of its decision and may request a variance from the restrictions.

Those Lot owner(s) who are unable to attend said meeting may give another Lot owner his/her written proxy, as provided hereafter, or may submit a written vote for approval/disapproval of the proposed plans and samples to the President at or before said meeting and that written vote shall be deemed the vote of that Lot owner.

No construction on the proposed building(s) shall commence until the Homeowner's Association has reviewed its plans.

As further provided hereafter in the covenants, the Homeowners' Association, in exercising its architectural control of the subdivision, may grant a variance to an Owner, upon the Owner's written request, to allow the primary residential dwelling or accessory building to be constructed, sided, or roofed in some material or in some other fashion than expressed in the recommendations above. The Association acknowledges that there may be a type of construction or materials proposed that may be otherwise discouraged or prohibited herein but because of the overall high quality of construction, appearance and style of the proposed residence or building the Association may desire, as a group, to allow such and grant a variance.

### Section 3. IRRIGATED LAWN/GARDEN AREAS

Each Lot shall be allowed to install or designate no more than four thousand five hundred (4,500) square feet of irrigated lawn and garden area unless irrigation is provided for by some other means or water source than the common well serving all Lot owners. Lot owners are encouraged to follow xeriscape techniques whenever possible to conserve landscape water usage.

### Section 4. FENCING

Fences shall be constructed so as to comply with the State of Wyoming regarding fences. Other restrictions include:

- a. The use of barbed wire is prohibited with the exception of any existing fences along the outside perimeters of the subdivision.
- b. Wire fencing, which has been erected to contain livestock, must have a minimum of three (3) wire strands and must be supported by either steel or

- wooden posts set at a minimum of sixteen feet (16) feet apart. It must also be reinforced with wood post H-bracing at all corners, gates, and junctures.
- c. Adjoining property owners who wish to cooperate on common fences shall do so through private treaty.
  - d. All permanent fences to be constructed on a Lot shall be subject to approval by the Homeowners' Association as such approval process is set forth herein. Provided, however, temporary fences (i.e., fencing to temporarily protect trees or vegetation) do not require such approval.

#### Section 5. COMMERCIAL USE

All Lots shall be used only for residential purposes, including any home business or home occupation use as permitted under the applicable zoning regulations of Campbell County, Wyoming, as now in effect or as hereafter from time to time amended or promulgated. Provided, however, no sign denoting any such business shall be placed on the Lot greater in size than two square feet and no such sign shall be illuminated. Any such home business shall be operated exclusively within the interior of the home or within the interior of the garage/accessory building on the Lot and shall not result in any equipment, tools, or product being placed outside or visible to other Lot owners. Provided, further, such home business or home occupation occurring on a Lot may not result in an increase in vehicular traffic to that Lot which is above and beyond what would otherwise be reasonable if that Lot were used only for residential purposes. Nor shall any such home business increase noise, air, or water pollution that would be above and beyond what would otherwise be reasonable if that Lot were used only for residential purposes. No parking lot area shall be allowed which is greater in size than would be reasonable for a residence. For purposes of illustration, permitted home business or home occupation may include, but shall not necessarily be limited to: the practice of a profession in an office located within the home, a quiet trade or operation which occurs exclusively within the home or garage/accessory building, or the operation of a sales office within the residence for the sale of a product which is being sold off-site of the Lot.

#### Section 6. EXTERIOR LIGHTING

Each Lot owner and not the responsibility of the Homeowners' Association will provide exterior lighting. All outside lighting should be arranged, directed, or shielded so as to not become an annoyance to an adjacent Lot owner or to be a hindrance to visibility on Outback Lane.

#### Section 7. HUNTING, FIREARMS, AND FIREWORKS

No hunting shall be allowed, no firearm shall be discharged, and no fireworks shall be displayed or used within Outback Estates.

#### Section 8. SEWAGE

All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, standards and recommendations of the Wyoming Public Health Department and in compliance with the regulation of Campbell County, Wyoming.

#### Section 9. MINIMUM ACREAGE

No subdividing or splitting of the Lots shall be allowed.

#### Section 10. EASEMENTS

- a. Water Drainage. Each owner will be responsible for insuring that water drainage is continuous in the portion of the Lot, which adjoins the roadways in front of his Lot as well as in any designated drainage easement, which may be located within his Lot. Any structures whether temporary or permanent, parked vehicles, machinery, or trailers, collection of debris, or storage of

materials which would inhibit the natural passage of water drainage in any designated drainage easement shall be prohibited.

- b. Utility Access. Lot owners will allow utility access for the reading of meters or other measuring devices. Easements are further granted to and for the benefit of each Lot along those routes shown on the above described Plat and designated therein as "Utility or Drainage Easement and shall be a minimum of twenty (20) feet in width unless otherwise designated on described Plat. The purpose of this easement is to provide each Lot with the benefit of allowing utilities, installation and maintenance, and drainage along such routes as may be necessary for each Lot.

#### Section 11. LIVESTOCK

Animals are allowed, provided that they are not kept, bred, or maintained for any commercial purpose. Only one (1) grazing animal shall be allowed per one and one half (1½) acres. All animals including dogs must be adequately fenced or contained within the Lot in a sanitary, clean and humanitarian environment. No animal(s) shall be permitted to run at large and must at all times be kept from creating a nuisance or disturbance to other Lot owners within Outback Estates, or from harassing wildlife. No owner shall over graze his property.

#### Section 12. OFFENSIVE ACTIVITY

No illegal, noxious, or offensive activities, including those involving snow mobiles, motor cycles and all terrain vehicles shall be allowed upon any Lot or on roads. Activities, 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 of the nature of maintenance or care of the property is prohibited.

#### Section 13. RUBBISH AND TRASH COLLECTION

No Lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate there on. Brush piles and the accumulation of construction and other debris, which attracts scavengers such as skunks and raccoons are prohibited. Each Lot owner shall be responsible for arranging for private pick-up and removal of garbage. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

#### Section 14. VEHICLES

No inoperable vehicle shall be left exposed on any Lot in excess of one (1) week. If such vehicle remains on any Lot for longer than 1 week, it must be concealed within or behind a structure so as not to be considered an eyesore.

#### Section 15. AESTHETIC MAINTENANCE:

Any condition considered an eyesore or public nuisance by a majority of the Lot owners or Homeowners' Association must be corrected in accordance with the provisions set forth herein in ARTICLE VI, Section 14. ENFORCEABILITY of these Covenants.

### ARTICLE IV ROAD MAINTENANCE

#### Section 1. OUTBACK LANE

All of Lot owners within Outback Estates, together with the Lot Owners within Quigley Ridge Estates, shall have the responsibility to contribute to the maintenance of "Outback

Lane", the roadway serving all Lots within Outback Estates and Quigley Ridge Estates. The Homeowners' Association as described herein, shall have the responsibility for maintaining Outback Lane and shall make an equal assessment to each Lot within Outback Estates for the maintenance of Outback Lane in accordance with the decision of the Homeowners' Association.

## Section 2. INDIVIDUAL DRIVEWAY AND ACCESS

Each Lot owner is individually responsible for maintaining their own access and driveways from Outback Lane to any Lot dwellings or structures.

## ARTICLE V WATER SUPPLY

### Section 1. SUPPLY

- a. All Lots within Outback Estates shall be entitled to potable water to be supplied from a common well located in Lot 2 of Outback Estates and shared with all Lots in the adjoining Quigley Ridge Estates.
- b. No individual water supply system shall be permitted on any lot, unless prior approval for such system is first obtained from the Homeowners' Association and such system is in compliance with such rules and regulations as may then be in force and effect within Campbell County, Wyoming.

### Section 2. MAINTENANCE

- a. The maintenance of this common well located in Lot 2 of Outback Estates shall be the responsibility of all Lot owners within Outback Estates together with the Lot owners of Quigley Ridge Estates and shall be paid for equally by each Lot owner to the respective Homeowners' Associations.
- b. The Homeowners' Associations shall have the right to place further restrictions on the use of the common well water for irrigation purposes as may be deemed necessary and appropriate to maintain an appropriate quality and volume of water for all Lot owners for domestic uses.

## ARTICLE VI OUTBACK ESTATES HOMEOWNERS' ASSOCIATION

### Section 1. CREATION

The Outback Estates Homeowners' Association (herein referred to as the "Association") is hereby created as an unincorporated, nonprofit Association under the Wyoming Unincorporated Nonprofit Association Act, Wyoming Statutes, to exercise the powers granted, and to perform the functions imposed, by these Covenants with regard to the Lots.

### Section 2. PURPOSES AND POWERS

The general purposes of the Association are to:

- a. Enforce these Covenants, as set forth herein and as may be amended;
- b. Govern, administer, and pay for together and equally with the Quigley Ridge Homeowners' Association the private maintenance and repair of Outback Lane, which also shall be kept clear of snow and drivable as reasonably possible.
- c. Govern, administer, and pay for equally and together with the Quigley Ridge Homeowners' Association the proper maintenance of the well and delivery system of the water from the common water well within Lot 2 of Outback Estates.

- d. Serve as an architectural control committee to protect the generally required characteristics of construction described above and to prohibit any construction in violation of such requirements in Outback Estates.
- e. Generally promote the health, safety, and welfare of the residents of the Lots in Outback Estates. The Association shall also have the power to provide such additional services for the Lots as the owners may from time to time approve.

For these purposes, the Association is hereby empowered to:

- a. Exercise all of the authority, powers, and privileges delegated to or vested in the Association by these Covenants, by Wyoming Statutes, or as may be reasonably implied as being necessary and proper hereunder, and to perform all of the duties and obligations established by these Covenants.
- b. Elect officers to carry out the administrative duties authorized by the Association's members from time to time. Officers shall include a President, Vice President and Secretary/Treasurer unless otherwise provided by the Association.
- c. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to these Covenants, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association, specifically including the costs associated with repairing, maintaining, and operating Outback Lane and the common water well within Lot 2, Outback Estates; and
- d. Employ such firms or persons to perform any of all of the duties and obligations of the Association.

### Section 3. MEMBERSHIP

Every person who is an owner of a Lot in Outback Estates shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from the ownership of the Lot. An owner shall become a member upon conveyance of record of such Lot. No certificate or document, save and except a recorded conveyance to a Lot, shall be required to evidence such membership.

### Section 4. VOTING RIGHTS

Each owner shall be entitled to one vote for each Lot owned, save and except that the voting rights of any owner who is more than thirty (30) days past due on the payment of any assessment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. The voting rights of any owner against whom an enforcement issue is being voted upon by the Association shall be suspended for the vote on that enforcement issue only. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast on behalf of one Lot.

### Section 5. ACTION

An action of the Association, or any approval required of the owners under these Covenants, shall require the affirmative vote of the majority of all Lots eligible to vote, cast in person or by proxy, at a duly constituted meeting of the Association, or, without a meeting by written approval of such action.

### Section 6. MEETINGS

The Association shall have an annual meeting. The first annual meeting shall be held in the month of December, 2007, as shall be called to order by Declarants. At such initial annual meeting, the members of the Association shall determine the preferred time, date, and location for the annual meetings thereafter. Other special meetings of the Association may be called at any time by the written request of the owners of any three (3) Lots. Written notice of any and all meetings of the Association shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to



each other, addressed to the owner's address last appearing on the books of the Association, or supplied by such owner to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the purpose of the meeting. Each owner may vote in person or by proxy at all meetings of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the owner of his Lot.

The Outback Estates Homeowners' Association shall also meet at least annually with the Quigley Ridge Homeowners' Association to discuss necessary maintenance and determine the shared assessments on the common well located in Lot 2 of Outback Estates and Outback Lane, the common road.

#### Section 7. BOOKS AND RECORDS

Upon prior written request, the books, records, and papers of the Association shall be subject to inspection at a reasonable time and place by any owner and by a mortgagee holding a duly recorded mortgage against a Lot.

#### Section 8. PRINCIPAL OFFICE

The Association shall designate a principal office from time to time.

#### Section 9. DISSOLUTION

The Association may be dissolved upon the written approval of all of the owners of all of the Lots. Prior to dissolution, an agreement must be reached and a legal contract recorded which provides for the obligations set forth herein between Outback Estates and Quigley Ridge Estates regarding the maintenance and delivery system from the well in Lot 2 of Outback Estates to the Lots in Quigley Ridge Estates and Outback Estates and the maintenance and care of Outback Lane. Upon dissolution of the Association, the assets of the Association shall be distributed to the owners of the Lots within Outback Estates in equal shares, or, if all owners agree, dedicated to an appropriate public agency or nonprofit organization to be used for purposes broadly similar to those for which this Association was created.

#### Section 10. LIMITATIONS

No part of the net earnings of the Association shall inure to the benefit of, or be distributed to, the owners, except that the Association shall be authorized to pay reasonable compensation for services rendered.

#### Section 11. SERVICE

Until such time as three (3) Lots have been sold, the Declarants shall act and serve as "the Association", and thereafter the Owners of the Lots shall then serve as "the Association".

#### Section 12. ASSESSMENTS

- a. Authority. Except as otherwise provided, the Association shall have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where, when, and how assessments shall be paid to the Association, and each Lot owner shall be required to comply with any such determination. Outback Homeowners' Association and the Quigley Ridge Homeowners' Association shall not attempt to levy any assessments on each other, which has not been mutually agreed upon with regards to the maintenance from the common well and delivery of water and the maintenance and repair to Outback Lane, the common road.
- b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to pay the obligations imposed upon the Association by these Covenants and to promote the health, safety, and welfare of the residents of the Lots.

- c. Annual Assessments. The Association shall establish annual assessments to meet its obligations under these Covenants, including specifically the obligations to maintain Outback Lane and the common water well and to satisfy the operating expenses of the Association.
- d. Special Assessments. In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only. In addition, the Association may require a one-time nonrefundable deposit from the new owner upon conveyance of a Lot.
- e. Approval of Assessments. All assessments under this paragraph 12 shall be subject to the approval of the Association, as provided herein. It is Declarants' intention that the initial annual assessment for the year 2007 shall be set in accord with (b) above at its first annual meeting in December, 2007
- f. Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on such date as shall be established by the Association under subparagraph (c). The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Payments can be made annually in a lump sum or in monthly installments.
- g. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall thereafter bear interest from the due date at the rate of twelve percent (12%) per annum. Upon the failure of a Lot owner to pay the assessment when due, the Association will provide written notice to the violating Lot owner by delivering the notice by certified mail. Such delivery shall be deemed effective on the date the notice is mailed by the Association. The violating Lot owner shall have thirty (30) days from the date the notice is deposited in the mail to pay, in full, the unpaid assessment, interest thereon, and costs. If payment is not received by the Association within said thirty (30) day period, the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Lot which is created herein by such nonpayment. The lien created herein shall be foreclosed in the manner provided for the foreclosure of real estate mortgages on the State of Wyoming, and may be, at the Association's discretion, accomplished by advertisement and sale as provided in the Wyoming Statutes. In the event of such collection and/or foreclosure, the nonpaying Lot owner shall be liable for all attorney's fees and costs incurred by the enforcing party in such collection. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of his Lot.
- h. Subordination of Lien to mortgages. The lien of the assessment 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. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage of 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 13. VARIANCE

The owners of Outback Estates shall have full power and authority, upon an affirmative vote of the majority of Lot owners eligible to vote, to grant a variance from these Covenants for good cause shown in order to prevent undue hardship on an owner subject to the Covenants. The variance, if granted, shall not violate the overall theme and appearance of the property subject to these Covenants and shall be in writing.

Section 14. ENFORCEABILITY

These Covenants may be enforced by the record owner of any Lot or parcel in Outback Estates or by the Association, but shall not run to the benefit of a third party, except as otherwise specifically provided below. Declarants and their successors shall have the sole and exclusive right and authority to determine compliance with the Covenants contained herein, and allocate and assess the costs for the improvement, maintenance, and repair of the common areas. Upon the violation of any covenant, a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of the said notice to correct the violation. If said violation is not so corrected, Declarants or their successor, may reenter and take possession of the violator's premises and correct the violation and charge all costs of such correction to the owner. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may be assessed by a court, shall be liable for all attorney's fees and costs incurred by owner or the Association in bringing such action.

Section 15. SEVERABILITY

Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 16. NON-WAIVER

Except as otherwise provided in this Declaration of Covenants, any failure to promptly enforce a violation of these Covenants shall not be deemed a waiver of the right to so enforce whatsoever.

Section 17. COVENANTS RUN WITH THE LAND; AMENDMENT

This Declaration of Covenants shall run with the land and shall be binding upon all parties and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of Lot owners eligible to vote repeals or amends this Declaration of Covenants.

Executed by Declarants this 25<sup>th</sup> day of September, 2007.

Gary Gilbert

[Signature]

Jamie Gilbert

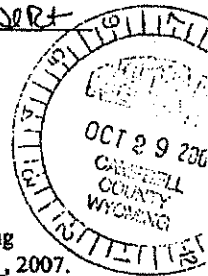
[Signature]

STATE OF WYOMING

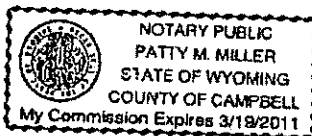
ss.

COUNTY OF CAMPBELL

Gary Gilbert and Jamie Gilbert, husband and wife, acknowledged the foregoing Declaration of Covenants before me this 25<sup>th</sup> day of September, 2007.



WITNESS my hand and official seal.



[Signature]  
Notary Public

My commission expires: 3/19/2011

901580 Recorded on 10/29/2007 at 10.16.00 Fee 38.00  
Book 2310 of PHOTOS Pages 12 to 22  
Susan F. Saunders, Campbell County Clerk by: L. GROSE

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED