

**T & G LLC
A WYOMING LIMITED LIABILITY COMPANY**

To The Public:

**Declaration of Covenants, Conditions, Restrictions,
and Landowner's Association for the Real Property
Described Below of the Records of Crook County, Wyoming.**

THIS DECLARATION, made on the date hereinafter set forth by T & G LLC, a Wyoming Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Crook County, State of Wyoming described as follows:

**RESURVEY TOWNSHIP 51 NORTH, RANGE 65 WEST, 6TH P.M.,
CROOK COUNTY, WYOMING**

Section 30: Lot 4(SW1/4SW1/4), SE1/4SW1/4, S1/2SE1/4

Section 31: NE1/4NW1/4, N1/2NE1/4, SE1/4NE1/4

WHEREAS in order to establish a general plan for the improvement and development of the property, the Declarant desires to subject the property, and any subdivision thereof, to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved and conveyed; and

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

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

**ARTICLE I
DEFINITIONS**

Section 1. "The Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Tract which is part of the property,

including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Tract" shall mean and refer to any plot of land shown upon any recorded Map of Survey of the Property.

Section 4. The term "covenants" as used herein, shall mean and refer collectively to the covenants, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 5. "Declarant" shall mean and refer to T & G LLC its' successors and assigns, if such successors and assigns should acquire more than one undeveloped tract from the Declarant for the purpose of development.

Section 6. "Association" shall mean and refer to a non-profit Wyoming Corporation formed to transact the business of the Land Owner's Association.

Section 7. "Board of Directors" or "Board" used herein, shall mean and refer to the duly elected Board of Directors of the Association.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II USE OF RESIDENTIAL TRACTS

Section 1 - Use. The use of the tracts shall be restricted to one single family dwelling to be used as a permanent residence, and one quest house to be used for temporary use only per tract. Each tract may also have a garage, barn, shed, or other out buildings.

Section 2 - Construction. No structure shall exceed two stories in height. Manufactured homes are allowed if they are at least 16 feet wide, have stick built type siding, a pitched truss roof and are not more than seven years old at the time it is put into use on the property. All buildings shall have earth tone colors on the exterior.

Section 3 - Setback. No building shall be located nearer than one hundred feet to a tract line.

Section 4 - Commercial Use. No part of the property shall be used or caused to be used for any business, commercial manufacturing, mercantile, storing, vending or such other nonresidential purpose such as a store, shop, repair shop, commercial storage, motel, bed and breakfast, restaurant, dance hall, pipe yard, oil field business, construction yard or any other business use. This section shall not be construed to prevent the keeping of livestock on the premises, pursuant to Section 12 of the Article. There shall be no commercial logging on the property or any tract thereof, however, this provisio9n shall

not be construed to prevent a tract owner from using timber on his or her tract for personal firewood or for other purposes if the timber from a particular tract is used on that tract.

Section 5 - 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 State of Wyoming Department of Environmental Quality (DEQ). All such systems shall be maintained in such a way as to comply with all regulations, requirements, standards and recommendations of the DEQ.

Section 6 - Water Supply. The Declarant as developer will not be providing a water system for the tracts. Each tract owner shall be responsible for its own water supply.

Section 7 - Vehicles. No inoperable vehicles shall be left on any tract longer than one week.

Section 8 - Rubbish and Trash Collection. No tract shall be used or maintained as a dumping ground for rubbish. All rubbish, trash, and garbage shall be regularly removed from each tract, and shall not be allowed to accumulate thereon. Each tract owner shall be responsible for arranging for private pick-up and removal of garbage at least once every two(2) weeks. 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 9 - Water Drainage. Each owner shall be responsible for insuring that water drainage is continuous in the portion of the tract which adjoins the roadways in front of his or her tract.

Section 10 - Utilities. Seller is providing electrical and telephone service to each tract property line or close to each tract property line(with utility easement to tract property line). These services should be available by the end of 1999. Purchaser is responsible for bringing the services to their buildings on their property and paying any fee required by the utility.

Section 11 - No Subdivision. There shall be no subdivision of the property or any tract thereof.

Section 12 - Livestock. Livestock may be kept on the property. No commercial enterprise involving livestock shall be permitted. All livestock, poultry, and other animals must be adequately fenced or contained in a sanitary and clean environment. All livestock shall be maintained and cared for in a humane manner. No owner shall overgraze his or her property. In the event any owner or resident upon said property shall maintain livestock, poultry, or other animals, said owner shall be responsible for construction of such a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on his own property.

Section 13 - Offensive Activity. No noxious or offensive activity shall be carried on or upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 14 - Aesthetic Maintenance. Any condition considered an eyesore by a majority of the tract owners, homeowners, or landowner's association, or improvement and service district or its equivalent must be corrected upon notification by the remaining tract owners, homeowners, or landowner's association, or improvement and service district or its equivalent within thirty (30) days.

Section 15 - Telephone, Electrical, and Utility Wires. All telephone, electrical and other utility wires and/or cables must be placed underground from the main trunk lines to each residence or other buildings.

ARTICLE III MEMBERSHIP IN ASSOCIATION

Membership in the association, except for membership of the Declarant, shall be limited to owners of the tracts. An owner of a tract shall automatically upon becoming an owner of a tract, be member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Ownership of a tract shall be the sole qualification criteria for membership.

A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of such tract and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any tract should fail or refuse to transfer the membership registered in his name to the purchaser of such tract, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership for the purchaser, and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

The owner of each tract shall be entitled to one membership in the Association, and there shall be nor more than one membership for each tract, which membership shall be subject to all of the provisions of the Association's Articles, Bylaws, Management Agreement and these Restrictions, as now in effect or duly adopted and amended.

ARTICLE IV VOTING RIGHTS IN THE ASSOCIATION

Section 1. The Association shall have two classes of voting membership.

Class A. Class A members shall be all owners of a tract other than the Declarant. A Class A member shall be entitled to one vote for each tract owned by said member.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each tract it owns provided that the Class B membership shall cease and be converted to Class A membership when seven of the nine tracts are sold.

ARTICLE V PURPOSE OF ASSOCIATION

Section 1 - General Purpose. The purpose of the association shall be to maintain a common road to and through the property. It is understood that the road to the property is that road constructed on the access and right-of-way easement recorded in Book 367 of Photos at Pages 463,464 and 465 of the records of Crook County, Wyoming.

Section 2 - Assessments. The Declarant as owner of the above described property hereby covenants and each owner of every tract by acceptance of a deed therefore whether or not it is so expressed in such deed is deemed to covenant and agree to pay to the association an annual assessment or charge established by the association as set forth herein.

Section 3 - Purpose of Assessment. The assessment levied by the association shall be used exclusively for the purpose of maintaining the road on and to the properties as described in Section 1 of this Article.

Section 4 - Establishment and Basis of Assessments. Assessments shall be established on a pro rata basis, that is each tract shall pay equal share of the cost of maintaining the road. Assessments will be made based upon a budget as determined by the Board of Directors of the association and shall be assessed monthly, quarterly, or annually as determined by the Board of Directors of the association.

Section 5 - Effect of Non-payment of Assessment. Each tract owner for himself, heirs, successors, grantees and assigns covenant that with respect to charges so determined during the period that he is an owner, he will remit these charges directly to the association as directed by the association's Board of Directors.

Any assessment which are not paid when due shall be delinquent. Each tract owner agrees that these charges if not paid within twenty days after due, the assessment shall bear interest from the date of delinquency at the rate of 15% per annum and shall become a lien on the tract, junior to the lien created by an prior recorded mortgage.

Each tract owner expressly invests in the association the right to bring all actions and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the association. The association acting on behalf of the tract owners, shall have the power to bid at any such foreclosure

sale and to acquire and hold lease mortgage and convey any tract purchased at a foreclosure sale.

**ARTICLE VI
GENERAL PROVISIONS**

Section 1 - Covenants Run with Land. These covenants run with the land and are binding upon all tract owners, the heirs and assigns. The tract owners agree to abide by these covenants.

Section 2 - Amendment of Covenants. These covenants may be amended by a vote of the tract owners where seventy-five (75%) or more of the land owners vote for any amendment.

Section 3 - Enforcement. The tract owner(s), homeowners, or landowner's association, or improvement and service district or its equivalent shall have the right to enforce, by any proceeding of law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the tract owner(s) to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the tract owner(s) from enforcing any subsequent covenant violation.

Section 4 - Attorney Fees. Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other tract owner(s), homeowner(s), or land owners association, or improvement and service district or its equivalent shall be paid by the tract owner against whom the covenants have been successfully enforced.

Section 5 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the 30th day of June, 1999.

T & G LLC

BY:



Garry L. Davis, Member



Ted L. Larson, Member

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged to before me by Ted L. Larson and Garry L. Davis, Members of T & G LLC, this 30 day of June, 1999.
Witness my hand and official seal.

My commission expires: 10/11/2002



Linda M Foster
Notary Public