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866104 CATTLE TRAIL SUBDIVISION

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CATTLE TRAIL SUBDIVISION

THIS DECLARATION made on the date hereinafter set forth by Amir Sancher; referred to as "DECLARANT",

WITNESSETH:

WHEREAS, DECLARANT is the owner of a certain property in Campbell County, State of Wyoming, more particularly described as follows:

Tract of land located in the W ½ NE ¼ of Section 34, Township 49 North, Range 73 West, of the Sixth Principal Meridian

AND 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 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: Cattle Trail Subdivision shall mean and refer to that certain real property herein before described, in such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2: 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.

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Section 3: "DECLARANT" shall mean and refer to Amir Sancher his heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot for the DECLARANT from the purpose of development.

Section 4: "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

ARTICLE II NATURE AND PURPOSE OF COVENANTS

Cattle Trail Subdivision as described above shall be made of five (5) tracts approximately 8 – 15 acres in size. 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 DECLARANT, and upon the owners of all lots, homeowners, or landowners association, or Improvement and Service District or its equivalent. 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.

Section 1 – CONSTRUCTION:

All home construction shall be stick built, modular, or double-wide mobile homes. No mobile homes designed as single-wide mobile homes, regardless of square footage shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet. Two mobile homes designed as single-wides and attached together shall not constitute a double wide. All lots (1-5) will be zoned RR, and will allow manufactured houses provided they meet the following criteria:

1. The roof pitch will be a minimum of a 5/12 pitch and meeting HUD codes.
2. A pier system will be the minimum allowed to attach the home for mortgage company and covenant purposes.
3. Skirting minimum will be hardipanel type, stone/steel type or concrete.

Section 2 – BUILDING PLANS AND APPROVAL:

No building shall be erected or placed on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the developers.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to detract from the attractiveness of the area.

Section 3 – COMMERCIAL USE:

No part of the residential lots shall be used for manufacturing, mercantile storage, vending or any other commercial business or other non-residential purpose including, but not limited to, stores,

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shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, methane business, construction yard, livestock or agricultural enterprise, or other public place of amusement.

Section 4 – HUNTING:

No hunting shall be allowed on any lot.

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 Wyoming Dept. of Environmental Quality, and in compliance with the regulation of Campbell County, Wyoming.

Section 6 – VEHICLES:

No inoperable vehicle shall be left exposed on any lot in excess of one (1) month.

Section 7 – 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 thereon. Each lot 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 8 – WATER DRAINAGE:

Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot, which adjoins the roadways in front of his lot.

Section 9 – UTILITY ACCESS:

Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of utilities to his property or any adjoining property.

Section 10 – MINIMUM ACREAGE:

No subdividing or splitting of lots shall be allowed.

Section 11 – LIVESTOCK:

Livestock may be kept on the property. No commercial enterprise involving livestock shall be permitted. All animals including dogs must be adequately fenced or contained in a sanitary and clean environment. No owner shall over graze his property. In the event any owner or resident upon said property shall maintain livestock, poultry, or other animals, said owner shall be responsible for

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construction of such a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on his own property.

Section 12 – OFFENSIVE ACTIVITY:

No noxious or offensive activities, including those involving snowmobiles, motorcycles and all terrain vehicles shall be allowed upon any lot or on roads nor shall anything be done thereon which is an annoyance or nuisance to the neighborhood.

Section 13 – AESTHETIC MAINTENANCE:

Any condition considered an eyesore by a majority of the lot owners, homeowners, or landowner's association, or Improvement and Service District or its equivalent must be corrected upon notification by remaining lot owners, homeowners, or landowner's association, or Improvement and Service District or its equivalent within thirty (30) days.

**ARTICLE III
ROAD REPAIRS**

All repairs to the common roads through Cattle Trail Subdivision shall be the responsibility of the Homeowner Association, and shall be paid for equally by each lot owner. Should any lot owner not pay his share of the repairs, then at the option of the remaining lot owners, homeowners, or Improvement and Service District or its equivalent, a lien against the non-paying owner(s) may attach in favor of the paying lot owners, to the lot of the non-paying owner(s), as of the time the majority of the lot owners cause to be recorded in the office of the County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

- a. The amount of delinquent assessment and such related charges as may be authorized by this declaration; or as may be assessed by the remaining lot owners of the Cattle Trail Subdivision.
- b. The name of the owner of record or reputed owner of the lot.
- c. A legal description of the lot against which the lien has been assessed.

**ARTICLE IV
GENERAL PROVISIONS**

Section 1 – COVENANTS RUN WITH LAND:

These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

Section 2 – AMENDMENT OF COVENANTS:

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These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the landowners vote for any amendment.

Section 3 – ENFORCEMENT:

The lot owner(s), or Improvement and Service District or its equivalent shall have the right to enforce, by an proceeding or law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the lot 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 lot 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 lot owners or Improvement and Service District or its equivalent shall be paid by the lot 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 this 4th day of January 2006

OWNER: Amir Sancher



STATE OF WYOMING } ss.
Campbell County

Filed for record this 23rd day of February
A.D. 2006 at 11:52 o'clock A.M. and recorded
in Book 2131 of Photos RECORDED
on page 433-437 Fees \$ 20.00 ABSTRACTED
INDEXED CHECKED

Amir Sancher 866104

County Clerk and Ex-Officio Register of Deeds
By *Stephanie M. Miller*
Deputy

State of Wyoming
ss.
County of Campbell

Subscribed and sworn to before me by Amir Sancher this 4th day of January, 2006.

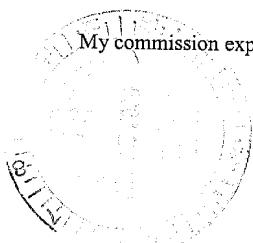
WITNESS my hand and official seal.

Stephanie M. Miller
(Notary Public)



My commission expires:

9/21/09



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868543

**STATE OF WYOMING)
) §
COUNTY OF CAMPBELL)**

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CATTLE TRAIL SUBDIVISION**

THIS DECLARATION is made on the day hereinafter set forth by Windy Ridge Development, LLC, a Wyoming limited liability company, as the legal owner of the property situated in Campbell County, Wyoming, described herein.

**ARTICLE I
DEFINITIONS**

1. The "Declarant" shall mean Windy Ridge Development, LLC.

2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

The Cattle Trail Subdivision, according to the official plat thereof filed for record 23 February 2006, in Book 8 of Plats, Page 111 of the records of Campbell County, Wyoming.

The Land is also collectively referred to as "The Cattle Trail Subdivision."

3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the Land.

4. The "Association" shall mean The Cattle Trail Subdivision Homeowners Association, Inc., a Wyoming non-profit corporation, which has the power, duty, and responsibility of maintaining public roadways in the Land and collecting assessments for said maintenance and any other services supplied by the Association.

5. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.

6. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions For The Cattle Trail Subdivision contained in this document.

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7. "Board of Directors" shall mean the duly elected board of directors of the Cattle Trail Homeowners Association, Inc. (the Association), and "by-laws" shall mean the by-laws of the Association.

**ARTICLE II
PURPOSE**

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the Land, and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarant hereby declares all of the Land 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 Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE III
THE CATTLE TRAIL DEVELOPMENT HOMEOWNERS ASSOCIATION**

1. Membership and Voting Rights. Every Owner of a Tract shall be a member of the "Association." Membership is appurtenant to Tract ownership and shall transfer with any sale of the Tract. Membership may not be separated from Tract ownership. Each Tract shall have one vote in the Association.

2. Assessments/Lien. Each Owner, by taking title to a Tract, covenants to pay the assessments made by the Association pursuant to its by-laws. Any assessment made by the Association, and any interest thereon, shall be a lien on the Tract until paid. In addition, assessments shall bear interest at a rate established by the Board of Directors from the due date of the assessment until paid. The Board of Directors may adopt additional late fees as it deems necessary. Should legal action be taken to collect an assessment, the attorney fees and costs incurred by the Association shall be the responsibility of the Tract Owner and shall be a lien on the Tract until paid.

3. Creation of Lien. The amount of any delinquent assessment, plus interest, and attorney fees for collection shall attach to the Tract upon filing notice of the same with the Campbell County Clerk, which shall state:

- a. The name of the Tract Owner;
- b. The legal description of the Tract;
- c. The amount of the delinquent assessment and such other charges as provided for in this Declaration or the by-laws of the Association;
- d. The notice of lien shall be signed under oath by an officer or director of the Association;

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e. The lien may be foreclosed after thirty (30) days notice by certified mail to the address of the Tract Owner listed with the Campbell County Assessor.

4. Cumulative Remedies. The lien provided for herein and rights of foreclosure shall be in addition to, and not a substitution for, any other rights and remedies which the Association may have by law, including a right to recover a money judgment against the Tract Owner for unpaid assessments, interest, attorney fees, and costs.

5. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. No sale, conveyance, transfer, or foreclosure, or any proceedings in lieu thereof, shall relieve any Tract or Owner from the continuing liability for any assessment or for any lien therefor.

ARTICLE IV GENERAL RESTRICTIONS ON ALL TRACTS

1. Use. Each Tract shall be constructed upon, improved, used and occupied only for private residential purposes. No business, commercial, industrial or manufacturing activity is permitted, whether or not conducted for profit. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences for residential purposes only.

2. Building Restrictions/Construction.

A. No more than one single-family residence shall be constructed on any Tract.

B. All home construction shall be stick built, modular, or double-wide mobile homes. No mobile homes designed as single-wide mobile homes, regardless of square footage, shall be allowed. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet. Two mobile homes designed as single-wides and attached together shall not constitute a double-wide. All Tracts (1-5) will be zoned RR, and will allow manufactured houses provided they meet the following criteria:

1. The roof pitch will be a minimum of a 5/12 pitch and meeting HUD codes.
2. A pier system will be the minimum allowed to attach the home for mortgage company and covenant purposes.
3. Skirting minimum will be hardipanel type, stone/steel type or concrete.

C. All construction, including utilities, shall meet the building codes for Campbell County and any other governing agency on the date of commencement of said construction.

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D. All outbuildings, such as barns, stables or sheds, shall be stick built, log, or pole barn construction. Outbuildings' exteriors shall be wood or colored metal that is esthetically consistent with the residence on the Tract and shall not be tar paper, unpainted corrugated tin, or slab wood.

**ARTICLE V
BUILDING PLANS AND APPROVAL**

Until such time as seventy-five percent (75%) of the Tracts have been sold, the Declarant shall have the authority and responsibility for approving or disapproving of proposed construction and location plans to determine compliance with these Covenants. The Declarant may resign from this responsibility by delegating the same to the Board of Directors of the Cattle Trail Subdivision Homeowners Association, Inc., in writing. If the stated percentage of Tracts has not been sold, the Declarant may withdraw its resignation at any time by writing to the Board of Directors.

Upon the sale of seventy-five percent (75%) of the Tracts, the Board of Directors of the Association is charged with the authority and responsibility for approving or disapproving proposed construction and location plans to determine compliance with these Covenants.

No building shall be erected, placed or altered on any residential Tract until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the Declarant or a majority of the Board of Directors. In the event the Board of Directors or Architectural Control Committee fail to take action of either approval or disapproval of the plans and specifications within thirty (30) days after the plans and specifications have been submitted to the Board of Directors or Architectural Control Committee, the plans shall be deemed to have been approved.

**ARTICLE VI
MINIMUM SETBACK REQUIREMENTS**

Each structure on a Tract shall have a fifty (50) foot minimum setback distance measured from any Tract boundary line to the nearest wall of a structure.

**ARTICLE VII
LANDSCAPE DEVELOPMENT**

All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

**ARTICLE VIII
VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. Un-licensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles may not be stored on the Land unless they are parked in approved outbuildings. Truck-tractors and/or semi-tractor trailers and/or

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commercial multi-axle vehicles, which are twenty-two (22) feet in length or greater are not permitted to park anywhere within the Land, excepting horse trailers owned by the Tract Owner.

**ARTICLE IX
SANITARY SYSTEMS**

All septic tanks or other sewage disposal systems must be designed, located, constructed and maintained in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

**ARTICLE X
PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS**

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing or using the property in such a manner that creates or permits erosion or other waste shall be considered a nuisance.

**ARTICLE XI
AESTHETIC MAINTENANCE**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE XII
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, garage or other building shall be used on any Tract at any time as a residence, either temporarily or permanently. However:

a. An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to three separate fourteen-day (14) periods per calendar year, provided that the motor home or travel trailer is removed from the Tract for at least ten days between the periods of location and occupancy.

b. An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not to exceed eighteen (18) months during the term of construction of the permanent dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.

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**ARTICLE XIII
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest in a Tract shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants and any assessments by the Association. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XIV
TELEPHONE, ELECTRICAL AND UTILITY WIRES**

It shall be the Owner's option to go underground, or overhead, with the electrical and utility wires from the trunk lines to each residence.

**ARTICLE XV
FENCES**

Any fences constructed on a Tract shall be rail or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction. Fence material and design shall be subject to approval pursuant to Article V herein. Fences shall be kept in good repair at all times.

**ARTICLE XVI
SIGNS**

The Declarant may place a sign at each entrance to the Land advertising the name of The Cattle Trail Subdivision. No other signs are permissible except for "For Sale", "For Rent", and "Private Driveway" name signs.

**ARTICLE XVII
OTHER PROHIBITED USES**

1. No part of a Tract shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, commercial trucking, construction yard, or other place of amusement.

2. Hunting. No hunting by the general public shall be allowed on any Tract. Owners and their invitees may hunt on the Owners' Tract.

3. Firearms. Development of any area for the purpose of firearms target practice is prohibited.

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ARTICLE XVIII MINING AND QUARRYING OPERATIONS

No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

ARTICLE XIX ANIMALS AND LIVESTOCK

Livestock may be kept on the property. No swine shall be raised, bred or kept on the Land. All domesticated animals, including household pets, must be restrained from running at large through the Land. No commercial animal breeding operation or livestock feeding operation shall be allowed on the Land.

ARTICLE XX NO SUBDIVISIONS

No Owner may further subdivide a Tract to less than thirty-five (35) acres, either by formal subdivision or by sale of a Tract in more than one parcel.

ARTICLE XXI RUBBISH AND TRASH COLLECTION

No Tract shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Tract, and shall not be allowed to accumulate thereon. There shall be no trash burning. Each Tract Owner shall be responsible for arranging private pickup and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, 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.

The Association shall have the authority to provide for scheduled trash pickup for the Land.

ARTICLE XXII MISCELLANEOUS PROVISIONS

1. **Severability.** In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. **Effect and Duration.** These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

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3. Amendments. These Covenants may be amended by a vote of eighty percent (80%) or more of the Tract Owners.

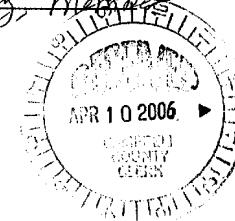
4. Enforcement. Any Tract Owner, the Association, or any officers thereof may institute proceedings at law or in equity to enforce any of the provisions of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations, and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 7th day of April, 2006.

WINDY RIDGE DEVELOPMENT, LLC

Jeffrey A. Deimling
Jeffrey A. Deimling, Member

Debra A. Deimling, member
Debra A. Deimling, Member



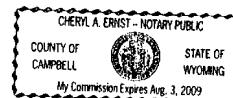
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Jeffrey A. Deimling and Debra A. Deimling, Members of Windy Ridge Development, LLC, this 7th day of April, 2006.

WITNESS my hand and official seal.

Cheryl A. Ernst
Notary Public

My commission expires: 8-3-09



CTS Covenants

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STATE OF WYOMING } ss.
Campbell County

Filed for record this 10th day of April, A.D. 2006 at 12:36 o'clock P.M. and recorded in Book 2143
of Photos on page 641-648 Fees \$ 29.00 REC'D 865543
By Deputy Dorelee M. Jorgensen
County Clerk and Ex-Officio Register of Deeds