

· DECLARATION OF COVENANTS AND RESTRICTIONS  
OF THE  
RESUBDIVISION OF FREEDOM HILLS SUBDIVISION  
CAMPBELL COUNTY, WYOMING

STATE OF WYOMING      }  
                            } ss.  
COUNTY OF CAMPBELL    }

WHEREAS, the undersigned being the owners of certain real property in Campbell County, Wyoming which has been subdivided and now known as the Freedom Hills Subdivision, hereinafter the "Subdivision," the plat of which was filed in the Office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming the 13 day of October, 1982, at 10:46 A.M., in Book 4 of Plats, pages 24 and 25, excepting lots #1, 2, 101, 102, 124 and as owners desire to place certain restrictive covenants on the subdivision for the purpose of reserving the quality of living, and keeping and maintaining desirable uses within the subdivision on the following limitations and restrictions shall constitute COVENANTS RUNNING WITH THE LAND, and shall be binding upon all future owners, and/or buyers under an agreement for warranty deed or any other agreement for purchase, as well as all assigns and successors interest of property within the subdivision.

1. No more than one (1) residence for living purposes may be located on any lot, whether constructed homes, mobile homes or combination of these types of homes except for lots #46, 63, 72, 79, 96, and 100.
2. No further subdivision of any lot shall be allowed except for lots #46, 63, 72, 79, 96 which may be subdivided once, and lots #5, 7, 8, 10, 11, 12, 20, 22, 32, 62, and 131 which may be adjusted for easements, park dedication and property line adjustments only. No additional residential lots may be created, except on lots #46, 63, 72, 79, and 96.
3. All mobile homes shall be skirted within six (6) months of occupancy.
4. The property shall not be used for any purpose that would result in the pollution of any water way which flows through or near by said property. No property shall be used in any manner which allows refuse, sewage, or other material to exist or accumulate that might tend to pollute the waters flowing through or near by said property, or that may otherwise tend to impair the ecological balance or beauty of the surrounding properties.
5. All garbage, trash or other debris of any type or nature shall be removed from the premises not less than two (2) times per month. At no time shall any garbage, trash or other debris be allowed to accumulate that creates a public health hazard or nuisance to other owners within the subdivision or the owners of surrounding lands. No portion of the property shall be used or maintained as dumping ground for trash, garbage, and other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. No residence erected or placed upon any of said lots shall be erected, maintained or located nearer to a boundary than twenty feet (20'). There is specifically preserved adjacent to each lot line, (not street boundary) a strip ten (10') feet in width as an easement for utility lines, (water, sewer, and power, etc.) and no building or structure shall be placed thereon. All septic tanks or other sewage disposal systems, (including leach field or other drainage field) and their placements and construction are the responsibility of the owner, and shall be at least fifty feet (50') from any property line, and in compliance with applicable state and local laws.
7. All sewage disposal systems shall be of such type and construction so as to prevent dissemination of waste above ground, and prevent the emanation of odor.
8. No salvage yard shall be permitted on any lot. A salvage yard shall include but shall not be limited to the storage and sale of used or junk vehicles, scrap metal, wood or other material.

Book 751 of Photos, page 528.

9. In the event any owner or resident upon said property shall maintain livestock or pets, said owner shall be responsible for constructing such a fence as will restrain and keep all livestock and pets on his own property. Freedom Hills Landowners Association shall have right to exact a fine for animals not so restrained.

10. Livestock may be kept on the property; however, no more than three (3) hogs may be kept on any lot. No commercial feed lots shall be permitted. In order to prevent over grazing, livestock shall be kept in a small corral or enclosure not to exceed twenty percent (20%) of the lot size, and only allowed for occasional grazing in remaining grass area owned and fenced by the owner.

11. Drainage culverts shall be required in road approaches when necessary to provide for drainage, and culverts so installed shall be not less than 14 inches in diameter.

12. A church facility along with a separate residence for a parsonage shall be acceptable use for any lot.

13. No business selling any form of alcoholic beverage shall be conducted on any lot within the subdivision.

14. No business activity shall be conducted, except that which may reasonably be conducted from within the home in a residential area excepting lots #5, 6 and 7, which may be used for mini-storage and/or gas station/grocery store. A separate residence may be maintained apart from the commercial building.

15. No right-of-way or additional easements other than those established by the attached plat, shall be created or granted to property outside the dedicated boundaries of the subdivision except as noted in section #2.

16. No more than one unlicensed automobile or truck shall be allowed on any property at any time unless stored within an enclosed building.

17. No activity shall be engaged in which creates objectionable noise. It is the intent of the developers of Freedom Hills to provide a peaceful country environment conducive to family living. Also, due to the number of people residing within Freedom Hills who are involved in shiftwork and must, by necessity, sleep during the day, the Landowners Association shall restrict noise it deems objectionable. Therefore, trail bikes, minibikes, etc., or other unlicensed machinery which is not properly muffled shall be prohibited. Excepting however, machinery, trucks, and other equipment used in construction or in road maintenance and further excepting any gravel mining activity on lots #27, 28, 29, 35, 38, 39, and 40.

18. Each lot owner or buyer under an agreement for deed or other purchase agreement shall be a part of Freedom Hills Landowners Association, a non-profit corporation, and shall be subject to an assessment for the use of street, roads and water system within the subdivision. Such assessment shall be fixed by the association and the association shall be governed by the by-laws of the corporation. All assessments not paid when due shall become a lien on the property and shall remain a lien until fully paid. Freedom Hills Landowners Association, its successors and assigns, shall have the right and power to bring any action necessary to collect such assessments and to enforce said lien. Said Landowners Association shall be expanded to include adjoining areas or lots presently within boundaries that are not included (see Exhibit "B") at such time as those areas request to be brought in.

19. These restrictions and covenants may be amended or altered at any time upon the written approval of the owner or owners, or seventy-five percent (75%) of the lots within the subdivision.

20. The term of these restrictive covenants shall be for a period of twenty (20) years, and thereafter said restrictive covenants shall be renewed for an additional term of twenty (20) years. On or before the twentieth anniversary thereafter, those persons owning two-thirds (2/3) of the land within the subdivision, may amend or terminate these covenants.

Book 751 of Photos, page 529.

21. Invalidation of any one or more of the covenants or conditions hereof by court judgement or order shall not affect in any manner the other provisions which shall remain in full force and effect.

22. Any individual, partnership or corporation that is an owner or buyer of a lot within the subdivision under an agreement for warranty deed or any other purchase agreement, or their assigns, agents or lessees, violates or breaches any of the covenants or restrictions contained herein, shall be assessed a penalty of \$25.00 per day for each day of a continuing violation. The period of a violation shall be deemed to begin on the written notice to the violator and shall continue until termination of the violation or breach. All penalties assessed under these provisions shall be the property of and paid to the Freedom Hills Landowners Association, a non-profit corporation. Any landowner of property within Freedom Hills Subdivision or owners adjacent to the subdivision, or their heirs, executors or assigns, or officers of Landowners Association shall have the right individually and jointly to proceed at law or in equity violation or breach of any of these covenants and restrictions shall not bar the enforcement at any time. Should it become necessary for any of the above listed parties to take legal action for the enforcement of these covenants and restrictions, the party so violating the covenants or restrictions, shall be liable for all attorney's fees and costs.

DATED this 29 day of May 1984.

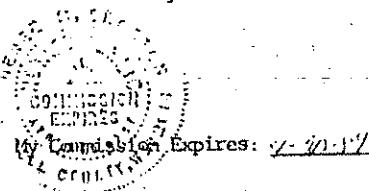
FREEDOM HILLS LANDOWNERS ASSOCIATION

*Kelly F. Mader*  
Kelly F. Mader, Attorney in Fact for  
Freedom Hills Partnership

STATE OF WYOMING }  
) ss.  
COUNTY OF CAMPBELL, )

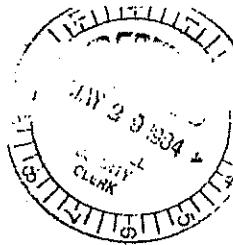
The foregoing instrument was acknowledged before me by Kelly F. Mader, Attorney in Fact for Freedom Hills Partnership this 29 day of May 1984.

Witness my hand and official seal.



*Kelly F. Mader*  
Notary Public

STATE OF WYOMING }  
Campbell County }  
29th day of May 1984 4:08 P.M. and recorded in Book 751  
Filed for record this 29 day of May 1984. A.D. 1984. File # 547592  
Photos 527 SEARCHED INDEXED FILED 547592  
Deanne E. Addison RECORDED ABSTRACTED 547592  
County Clerk and Ex-Officio Register of Deeds Deanne E. Addison CHEKED



AMENDMENT TO RESTRICTIVE COVENANTS

for the

RESUBDIVISION OF FREEDOM HILLS SUBDIVISION

561157

Book 800 of Photos, page 651

COMES NOW the undersigned being owners of land within Freedom Hills  
Subdivision, hereby state and say as follows:

WHEREAS, an instrument entitled "Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision" was duly recorded in the office of the County Clerk, Campbell County, Wyoming, in Book 751 of Photos on Page 527 thereof.

THEREFORE, the undersigned owners of Freedom Hills Subdivision, do hereby amend the Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision as above described by amending the following paragraphs as:

1. No more than one (1) residence for living purposes may be located on any lot whether constructed homes, mobile homes or combination of these types of homes except for lots #45, 46, 63, 72, 79, 96, and 100 which shall be limited to no more than two (2) residences for living purposes.
2. No further subdivision of any lot shall be allowed except for lots #45, 46, 63, 72, 79, and 96 which may be subdivided once, and lots #5, 7, 8, 11, 12, 20, 22, 32, 62, and 131 which may be adjusted for easements, park dedication and property line adjustments only. No additional residential lots may be created except on lots #45, 46, 63, 72, 79, and 96.
14. No business activity shall be conducted, except that which may reasonably be conducted from within the home in a residential area excepting lots #4, 5, 6, and 7, which may be used for mini-storage and/or gas station/grocery store. A separate residence may be maintained apart from the commercial building.

SAID Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision are in all other respects hereby ratified, approved and confirmed.

DATED this 19th day of March, 1985.

Owner of 75% of lots within subdivision

Kelly 7 McS

Kelly F. Mader, Attorney in Fact for  
Freedom Hills Subdivision

The foregoing instrument was acknowledged before me by Kelly F. Mader, Attorney in Fact for Freedom Hills Subdivision this 19th day of March, 1985.

*James*

Editorial Commission Expires: 4-20-87

STATE OF WYOMING

Campbell County 19th March 85 A.M. 3:30 P.M. and remained in Bank 800  
Filed for record this day of March 1885 at 3:30 P.M. and remained in Bank 800  
Photos 651

Charles E. Addison  
County Clerk and Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CLIPPED

4.50 561157  
By Deputy Connie Hannemann

## DISCLOSURE STATEMENT

FOR

## RESUBDIVISION OF THE FREEDOM HILLS SUBDIVISION

560553

This disclosure statement has been prepared in an effort to provide general information to the Public related to the construction and maintenance of improvements and condition of services that are to be provided within this subdivision. This document shall be kept at the County Clerk's Office and shall be available upon request to the Public. The developer is Freedom Hills Partnership.

Detailed technical drawings and specifications for the improvements have been reviewed and approved by all applicable governmental agencies. All detailed technical information and design drawing are kept on file and may be reviewed by the Public at the County Engineer's Office.

Construction, operation, and/or maintenance, and financial responsibilities for the following improvements and/or services for this subdivision are described as follow:

1. STREET CONSTRUCTION AND MAINTENANCE:

Streets shall be constructed by the subdivider, maintenance, including snow removal, shall be by the Freedom Hills Landowners Association. The Freedom Hills Landowners Association is comprised of all landowners within Freedom Hills Subdivision. Property owners shall be responsible for maintenance and snow removal on own property including access driveways. These streets will not be constructed to Campbell County standards for acceptance for maintenance or snow removal.

2. WATER SUPPLY:

Water supply is provided by a public system which has been built to all state and county specifications and has been approved by the Wyoming Department of Environmental Quality. All water systems shall be maintained by the Freedom Hills Landowners Association.

3. SEWAGE DISPOSAL:

Sewage disposal shall be by private septic system, designed in accordance with Campbell County Regulation, and inspected by Campbell County Engineers Office. Sewage permits are required and can be obtained from County Engineers Office.

4. RESTRICTIVE COVENANTS:

Restrictive Covenants are available at the offices of Kelly F. Nader and Associates, 910 East 3rd St., The Courtyard-Suite "G", Gillette Wyoming 82716 phone (307) 686-7700, and the Campbell County Clerk. Enforcements of covenants shall be by the Freedom Hills Landowners Association, or by individual landowners, purchasers residing in the Freedom Hills Subdivision, or by any adjacent landowner or by developer. Enforcement by all parties shall be through normal process of laws as noted in covenants, land contracts, and landowner association documents.

5. ASSOCIATION FEES:

Association fees shall be \$40.00 per month and may be amended at any time by consent of majority of association members. Each landowner of a lot at Freedom Hills Subdivision shall be a member of the Freedom Hills Landowners Association.

6. GARBAGE DISPOSAL:

Garbage disposal shall be administered by the Freedom Hills Landowners Association. All garbage shall be hauled away from the subdivision and not allowed to accumulate. Garbage must be removed not less than once per week.

STATE OF WYOMING

Campbell County

Filed for recording on 7th day of March 1985 at 10:30 o'clock AM and recorded on page 798  
 of Photos 529 8.00 560553  
George E. Addison RECORDED INDEXED SEARCHED  
 County Clerk and RS Office or Register of Deeds RECORDED INDEXED SEARCHED  
Debra K. Jackson RECORDED INDEXED SEARCHED

7. TELEPHONE SERVICE: Book 798 Of Photos, Page 530  
Telephone service shall be the sole responsibility of Mountain Bell Telephone. Construction charges, if any, shall be the responsibility of individual landowner/purchaser.

8. CABLE T.V.:  
Cable T.V. is not available at this time. All future financial responsibility shall be between landowner/purchaser and supplier of Cable T.V.

9. STREET LIGHTING:  
None, except at entrance to subdivision.

10. STREET SIGNS:  
Street signs shall be constructed by developer and maintained by Freedom Hills Landowners Association.

11. CULVERTS AND DRAINAGE:  
Culverts and Drainage relative to main streets shall be placed by the developer and maintained by Freedom Hills Landowners Association. Culverts needed in borrowpits under driveways to individual lots shall be responsibility of landowner/purchaser. The minimum culvert size is 12" in diameter, 18" for larger drainages as needed.

12. ZONING:  
Freedom Hills Subdivision is not zoned but is regulated as to use by the Freedom Hills Covenants. Covenants are not enforceable by the county but between landowners and adjoining landowners. Surrounding property is not zoned and may be used for any purpose.

13. FIRE PROTECTION:  
Fire Protection is provided by the Campbell County Volunteer Fire Department. The nearest known substation is in the city at the Main Firestation. The estimated arrival time by fire units is 10 to 12 minutes.

14. BUILDING CODES:  
Plumbing, sewage and electrical permits and inspections are required by the County. Construction in accordance with the UPC and NEC Codes. Building permits and inspections are encouraged by both the developer and the County but are not required. Permits are available at the County Engineers Office. Also, some regulation is set forth within the Freedom Hills Covenants.

15. ELECTRICITY:  
Electricity is provided by Tri-County Rural Electric Association. Main lines to individual lot property lines shall be constructed by developer. Connection shall be responsibility of landowner/ purchaser.

16. POSTAL SERVICE:  
Mail is delivered on Mondays and Saturdays. Mail box construction and maintenance shall be responsibility of Landowner Association.

17. PARKS:  
No park land is provided.

18. SCHOOLS:  
Children attending Kindergarten through the eighth grade will be attending at Rozet. Children attending grades 9-12 will be attending at Gillette.

19. SUBDIVIDING: No further subdivision of any lot shall be allowed, excepting lots #46, 63, 72, 79, and 96 which may be subdivided once and lots #5, 7, 8, 10, 11, 12, 22, 32, 62, and 131 which may be adjusted for easements, park dedication and property-line adjustments only. No additional residential lots may be created, except on lots #46, 63, 72, 79, and 96.

20. BLASTING CLAUSE

Notice is hereby filed with this disclosure statement that Freedom Hills Subdivision is within approximately 1 mile of the WYODAK Resources Development Corp. blasting permit boundary. Blasting is permitted on an as needed basis Monday - Friday within the hours of 8:00 A.M. until sunset.

21. Be advised that Campbell County Wyoming assumes no liability by virtue of this disclosure statement. Campbell County has required this disclosure statement in its subdivision approval process solely for the purpose of informing the consumer. Campbell County does not in any manner warrant or guarantee to the consumer that the aforementioned statements contained within the disclosure statement are factual as represented. Be further advised that their proper recourse for short comings in the above described improvements lies between the consumer and the developer who made this disclosure statement.

The Public is invited and encouraged to obtain or review copies of this document and all other documents previously mentioned. Copies of all documents are available at the office of the County Clerk or Engineer upon request and receipt of payment for reproduction costs.

IN TESTIMONY WHEREOF, I have caused these presents to be signed this  
11 day of November, 1984.

FREEDOM HILLS SUBDIVISION.

By: Kelly F. Mader,

STATE OF WYOMING )  
) ss.  
COUNTY OF CAMPBELL )  
Kelly F. Mader, Attorney in  
Fact for Freedom Hills Subdivision

The foregoing instrument was acknowledged before me this 21<sup>st</sup>  
day of November, 1984 by Reese C. Crisler,  
WITNESS my hand and official seal.

Reese C. Crisler  
Notary Public

APPROVAL BY CAMPBELL COUNTY PLANNING COMMISSION

The foregoing Disclosure Statement has been reviewed by the Campbell County Planning Commission and has been recommended for approval this 11<sup>th</sup> day of November, 1985.

CHAIRMAN Milton B. Williams

SECRETARY John C. Crisler

APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

The foregoing Disclosure Statement is hereby approved for filing by the undersigned Board of County Commissioners in and for the County of Campbell, State of Wyoming, on this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

CHAIRMAN Mickey D. Wagners

MEMBER Bill Williams

MEMBER Bill Williams

ATTEST John C. Crisler

Clerk of the Board



560153.1

FREEDOM HILLS LANDOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, That Freedom Hills Partnership being the owner of all of the Lots within the Freedom Hills Subdivision, Campbell County, Wyoming, the plat of which was filed in the Office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming, the 15 day of October, 1982, at 10:46 A.M., do hereby create the Freedom Hills Landowners Association and for itself and for its heirs, executors, administrators, successors and assigns of the Lots within the Freedom Hills Subdivision, Campbell County, Wyoming, do hereby covenant and agree as follows:

I

The name of the Association is Freedom Hills Landowners Association.

II

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

1. To maintain in accordance with specification in effect as of the date of approval of this agreement all streets within the Freedom Hills Subdivision, to-wit:

A Court	K Court
Blackbird Road	Killdeer Court
B Court	Killdeer Road
C Court	Kingfisher Road
Canary Road	L Court
Chickadee Road	M Court
D Court	Mallard Road
E Court	Meadowlark Court
Freedom Road	Meadowlark Road
F Court	N Court
G Court	O Court
H Court	P Court
I Court	Partridge Court
J Court	Partridge Road

And any future streets that may be added due to further subdivision of adjoining lands owned by Freedom Hills Partnership.

2. To cause the removal of snow from each street hereinabove named and smooth and maintain all roads as agreed by majority.

3. To operate and maintain any water system public or private that may at some future time be installed.

4. To administer the collection of all trash and debris.

5. To aid in the enforcement of the Declaration of Covenants and restrictions of Freedom Hills Subdivision.

6. To fix, levy, collect and enforce payment by any lawful means all charges or assessments incurred by the Association in fulfillment of its

STATE OF WYOMING

Campbell County

Filed for record this 7th day of March, A.D. 1985, at 10:32 a.m. and recorded in Book 798  
Photos 532 for 8.00 by 560153.1  
County Clerk and Ex-Officio Register of Deeds  
Signature: E. Adkins RECORDED 560153.1  
Senora K. Wilson ABSTRACTED 8.00  
INDEXED 560153.1  
SEARCHED 560153.1  
FILED 560153.1

other purposes. The said charges are to be assessed against each lot on an equal basis, that is re. each lot regardless of size or abutting front footage will bear an equal share of the total expenses. Association fees shall be \$40.00 per month.

III

Every person or entity who is a record owner of a fee or undivided fee interest in any lot within the Freedom Hills Subdivision, Campbell County, Wyoming, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

IV

The Association will hold an annual meeting the first Tuesday in April of each year and at such time will elect officers, approve a budget, and schedule regular maintenance for the succeeding year and conduct such other business as may properly come before the Association.

V

Officers of the Association shall include a President who shall preside at the meetings, receive and process complaints, represent the Association as necessary before the County Commissioners, and be responsible for getting the maintenance and snow removal done; a Vice President who shall act in the absence of the President; and a Secretary/Treasurer who shall keep all records of the Association and shall collect assessments of members and make necessary disbursements of the Association's funds. Officers shall be elected for a term of two years. The officers of the Association may be paid such salary fees as the members of the Association meeting in annual meeting may determine.

VI

Amendments to this Agreement may be made upon the vote of the owners of two thirds (2/3) of the lots within the subdivision.

VII

This Association may not be dissolved without the prior permission of the Board of County Commissioners of Campbell County, Wyoming.

IN WITNESS WHEREOF the undersigned have executed this Agreement this  
20 day of January, 1984.

FREEDOM HILLS LANDOWNERS ASSOCIATION

R. A. Mader

R. A. Mader

Ena F. Mader

Ena F. Mader

Kelly F. Mader

Kelly F. Mader

Troy R. Mader

Troy R. Mader

STATE OF WYOMING )  
COUNTY OF CAMPBELL )ss.

The foregoing instrument was acknowledged before me by R.A. Mader,  
Ena F. Mader, Kelly F. Mader and Troy R. Mader this 20 day of January,  
1984.

Witness my hand and official seal.

Notary Public

My Commission Expires: 4-20-87



AMENDMENT TO RESTRICTIVE COVENANTS  
FOR  
FREEDOM HILLS SUBDIVISION  
Lots 1-145

COMES NOW FREEDOM HILLS PARTNERSHIP and hereby states and says as follows:

WHEREAS, an instrument entitled "Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision" was duly recorded in the Office of the County Clerk, Campbell County, Wyoming, in Book 751 of Photos, Page 527, which said instrument covered those lots described on the Plat of which was filed in the office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming the 13 day of October 1982, at 10:46 A.M., in Book 4 of Plats, pages 24 & 25, excepting lots #1, 2, 101, 102, 124; and

WHEREAS, FREEDOM HILLS PARTNERSHIP wishes to add additional covenants thereon as hereafter shown; and

WHEREAS, FREEDOM HILLS PARTNERSHIP remains the owner of seventy five percent (75%) or more of all Lots above described.

THEREFORE, the said FREEDOM HILLS PARTNERSHIP does hereby amend the Declaration of Covenants and Restrictions as above described by adding thereto Paragraph # 23, which said paragraph shall be as follows:

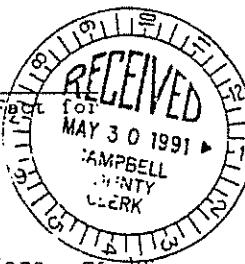
23. No more than one mobile home of any type shall be placed upon any lot unless attached to an existing mobile home and sided and painted to create one residential structure. One travel trailer/camper may be stored on occupied lot provided it is not used for residential purposes. A second mobile home may be utilized as a storage building if resided in such a manner as to make it appear as a permanent structure. Residing must occur within sixty (60) days of moving home on lot.

Said Covenants and Restrictions are in all other respects hereby ratified, approved, and confirmed.

DATED this 3rd day of May, 1991

FREEDOM HILLS PARTNERSHIP

*Kelly F. Mader*  
Kelly F. Mader, Attorney in Fact for  
Freedom Hills Partnership



STATE OF WYOMING )  
) ss  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by  
Kelly F. Mader, Attorney in Fact for Freedom Hills Partnership  
this 15th day of May, 1991

Witness my hand and official seal.

*Gloria J. Clancy*  
Notary Public

My commission Expires: 11/16/93

STATE OF WYOMING } ss.

Campbell County

Filed for record this 30th day of May, A.D. 1991 at 1:04 o'clock P.M. and recorded in Book 1148

of Photos on page 116

Fees \$4.00

648208

*Linnea E. Addison*  
County Clerk and Ex-Officio Register of Deeds

RECORDED ✓  
INDEXED ✓  
CHECKED ✓

By  
Deputy

*Gloria M. Zimmerman*

**AMENDMENT TO THE BYLAWS OF FREEDOM HILLS  
LANDOWNER'S ASSOCIATION**

Freedom Hills Partnership, being the owner of 66.66 percent, or more, of the lots in the Freedom Hills Subdivision, including the Resubdivision of the Freedom Hills Subdivision, located in Campbell County, Wyoming does hereby amend the Bylaws of the Freedom Hills Landowners Association as follows:

**RECITALS**

WHEREAS, Freedom Hills Landowners Association was created by virtue of document executed on January 20, 1984 by individuals on behalf of Freedom Hills Landowners Association, a copy of said document being attached hereto and incorporated herein; and

WHEREAS, said document provides the same may be amended by two-thirds of the owners of the lots within said subdivision; and

WHEREAS, Freedom Hills Partnership is the owner of 75% of the lots in said subdivision and wishes to amend said instrument as follows:

NOW THEREFORE, Article III of the Bylaws of the Freedom Hills Landowner's Association shall be, and the same hereby is amended as follows:

Except as otherwise provided, every person or entity who is a record owner of a fee or undivided fee interest in any lot within the Freedom Hills Subdivision, Campbell County, Wyoming, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may

not be separated from ownership of any lot which is subject to assessment by the Association. Effective with the inception of this subdivision, Freedom Hills Partnership, being the developer of Freedom Hills Subdivision, shall not be required to pay assessments for lots which it owns within the Subdivision.

DATED this 12 day of Jan., 19923/93

## Freedom Hills Partnership

**INCLUDES ALL LOTS IN FREEDOM HILLS**

By: R. A. "Dick" Mader  
R.A. "Dick" Mader

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of  
January, 1993 by R.A. "Dick" Mader, for Freedom Hills Partnership.

Witness my hand and official seal.

Maria J. Clegg  
Notary Public

My commission expires: 11/16/93

FREEDOM HILLS LANDOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, That Freedom Hills Partnership being the owner of all of the Lots within the Freedom Hills Subdivision, Campbell County, Wyoming, the plat of which was filed in the Office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming, the 15 day of October, 1982, at 10:46 A.M., do hereby create the Freedom Hills Landowners Association and for itself and for its heirs, executors, administrators, successors and assigns of the Lots within the Freedom Hills Subdivision, Campbell County, Wyoming, do hereby covenant and agree as follows:

1

The name of the Association is Freedom Hills Landowners Association.

II

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

1. To maintain in accordance with specification in effect as of the date of approval of this agreement all streets within the Freedom Hills Subdivision, to-wit:

A Court	K Court
Blackbird Road	Killdeer Court
B Court	Killdeer Road
C Court	Kingfisher Road
Canary Road	L Court
Chickadee Road	Mallard Court
D Court	Mallard Road
E Court	Meadowlark Court
Freedom Road	Meadowlark Road
F Court	N Court
G Court	O Court
H Court	P Court
I Court	Partridge Court
J Court	Partridge Road

And any future streets that may be added due to further subdivision of adjoining lands owned by Freedom Hills Partnership.

2. To cause the removal of snow from each street hereinabove named and smooth and maintain all roads as agreed by majority.

3. To operate and maintain any water system public or private that may at some future time be installed.

4. To administer the collection of all trash and debris.

5. To aid in the enforcement of the Declaration of Covenants and Restrictions of Freedom Hills Subdivision.

6. To fix, levy, collect and enforce payment by any lawful means all charges or assessments incurred by the Association in fulfillment of its

other purposes. The said charges are to be assessed against each lot on an equal basis, that is to say, each lot regardless of size or abutting front footage will bear an equal share of the total expenses. Association fees shall be \$40.00 per month.

LIX

Every person or entity who is a record owner of a fee or undivided fee interest in any lot within the Freedom Hills Subdivision, Campbell County, Wyoming, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

IV

The Association will hold an annual meeting the first Tuesday in April of each year and at such time will elect officers, approve a budget, and schedule regular maintenance for the succeeding year and conduct such other business as may properly come before the Association.

V

Officers of the Association shall include a President who shall preside at the meetings, receive and process complaints, represent the Association as necessary before the County Commissioners, and be responsible for getting the maintenance and snow removal done; a Vice President who shall act in the absence of the President; and a Secretary/Treasurer who shall keep all records of the Association and shall collect assessments of members and make necessary disbursements of the Association's funds. Officers shall be elected for a term of two years. The officers of the Association may be paid such salary fees as the members of the Association meeting in annual meeting may determine.

VI

Amendments to this Agreement may be made upon the vote of the owners of two thirds (2/3) of the lots within the subdivision.

VII

This Association may not be dissolved without the prior permission of the Board of County Commissioners of Campbell County, Wyoming.

IN WITNESS WHEREOF the undersigned have executed this Agreement this  
20 day of January, 1984.

FREEDOM HILLS LANDOWNERS ASSOCIATION

R. A. Mader  
R. A. Mader

Ena F. Mader  
Ena F. Mader

Kelly F. Mader  
Kelly F. Mader

Troy R. Mader  
Troy R. Mader

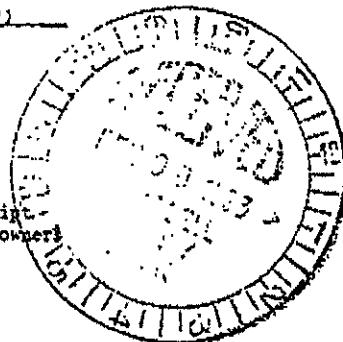
STATE OF WYOMING      )  
                            )ss.  
COUNTY OF CAMPBELL    )

The foregoing instrument was acknowledged before me by R.A. Mader,  
Ena F. Mader, Kelly F. Mader and Troy R. Mader this 20 day of January  
1984.

Witness my hand and official seal.

James M. Casato  
Notary Public

My Commission Expires: 4-20-87



THE UNDERSIGNED purchasers of Lot #      acknowledge receipt  
of and agreement with the Freedom Hills covenants and Landowners  
Association.

DATED THIS      day of      \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AMENDMENT TO RESTRICTIVE COVENANTS  
AND RESTRICTIONS OF FREEDOM HILLS RE-SUBDIVISION OF  
FREEDOM HILLS SUBDIVISION, CAMPBELL COUNTY, WYOMING**

COMES NOW Freedom Hills Partnership and does hereby amend the Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision located in Campbell County, Wyoming as follows:

**RECITALS**

WHEREAS, an instrument entitled "Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision" was duly recorded in the office of the County Clerk, Campbell County, Wyoming, in Book 751 of Photos, Page 527, which said instrument covered those lots described on the Plat of which was filed in the office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming the 13th day of October, 1982, at 10:46 am, in Book 4 of Plats, pages 24 & 25, excepting lots #1, 2, 101, 102, 124; and

WHEREAS, said covenants were subsequently amended on March 19, 1985, which amendment is attached hereto and incorporated herein by reference; and

WHEREAS, said covenants were again amended on May 3, 1991, said amendment being recorded in Book 1148 of Photos on page 116 in the office of the County Clerk and Register of Deeds, Campbell County, Wyoming on May 30, 1991; and

WHEREAS, Freedom Hills Partnership remains the owner of 75% or more of all lots located within the resubdivision of the Freedom Hills Subdivision; and

WHEREAS, Freedom Hills Partnership wishes to amend said covenants as provided hereinafter.

NOW THEREFORE, Freedom Hills Partnership does hereby amend the Declaration of Covenants and Restrictions as above described by revising and restating paragraph 18 of said covenants as follows:

18. Each lot owner or buyer under an agreement for deed or other purchase agreement shall be a part of Freedom Hills Landowners Association, a non-profit corporation, and shall be subject to an assessment for the use of street, roads and water systems within the subdivision. Such assessment shall be fixed by the association and the association shall be governed by the bylaws of the corporation. All assessments not paid when due shall become a lien on the property and shall remain a lien until fully paid. Freedom Hills Landowners Association, its successors and assigns, shall have the right and power to bring any action necessary to collect such assessments and to enforce said lien. Said Landowners Association shall be expanded to include adjoining areas or lots presently within boundaries that are not included (see Exhibit "B") at such time as those areas request to be brought in. Effective as of October 13, 1982, Freedom Hills Partnership, being the developer of Freedom Hills Subdivision, shall not be required to pay any assessment for any lot which they own within Freedom Hills Subdivision, it being the intent that full assessment with regard to said lot shall not be due until such time as the same is sold by Freedom Hills Partnership to third parties.

Except as expressly amended herein, the Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision shall remain in full force and effect and the

same are hereby ratified, approved and confirmed.

DATED this 12<sup>th</sup> day of Jan, 1992. 1993  
3

Freedom Hills Partnership

By R. A. "Dick" Mader

R.A. "Dick" Mader, President

STATE OF WYOMING )  
                      )  
COUNTY OF CAMPBELL ) ss.  
                      )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of  
January, 1993 by R.A. "Dick" Mader, for Freedom Hills Partnership.

..... Witness my hand and official seal.

Louis J. Clancy  
Notary Public

My commission expires: 11/16/93

AMENDMENT TO RESTRICTIVE COVENANTS  
FOR  
FREEDOM HILLS SUBDIVISION

COMES NOW FREEDOM HILLS PARTNERSHIP and hereby states and says as follows:

WHEREAS, an instrument entitled "Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision" was duly recorded in the Office of the County Clerk, Campbell County, Wyoming, in Book 751 of Photos, Page 527, which said instrument covered those lots described on the Plat of which was filed in the office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming the 13 day of October 1982, at 10:46 A.M., in Book 4 of Plats, pages 24 & 25, excepting lots #1, 2, 101, 102, 124; and

WHEREAS, FREEDOM HILLS PARTNERSHIP wishes to add additional covenants thereon as hereafter shown; and

WHEREAS, FREEDOM HILLS PARTNERSHIP remains the owner of seventy five percent (75%) or more of all lots above described.

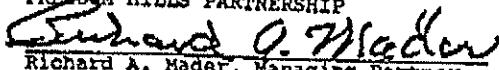
THEREFORE, the said FREEDOM HILLS PARTNERSHIP does hereby amend the Declaration of Covenants and Restrictions as above described by adding thereto Paragraph # 10, which said paragraph shall be as follows:

10. Livestock may be kept on the property; however, no more than three (3) head of livestock may be kept on any lot. No commercial or any feed lot shall be permitted. In order to prevent over grazing, livestock shall be kept in a small corral or enclosure not to exceed twenty percent (20%) of the lot size, and only allowed for occasional grazing in remaining grass area owned and fenced by the owner.

Said Covenants and Restrictions are in all other respects hereby ratified, approved, and confirmed.

DATED this 3rd day of December, 1992

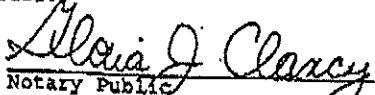
FREEDOM HILLS PARTNERSHIP

  
Richard A. Mader, Managing Partner  
Freedom Hills Partnership

STATE OF WYOMING      }  
                            } ss  
COUNTY OF CAMPBELL    }

The foregoing instrument was acknowledged before me by  
Richard A. Mader, Managing Partner for Freedom Hills Partnership  
this 3rd day of December 1992

Witness my hand and official seal.

  
Gloria J. Clancy  
Notary Public

AMENDMENT TO RESTRICTIVE COVENANTS  
FOR  
FREEDOM HILLS SUBDIVISION  
Lots 1-145

COMES NOW FREEDOM HILLS PARTNERSHIP and hereby states and says as follows:

WHEREAS, an instrument entitled "Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision" was duly recorded in the Office of the County Clerk, Campbell County, Wyoming, in Book 751 of Photos, Page 527, which said instrument covered those lots described on the Plat of which was filed in the office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming the 13 day of October 1982, at 10:46 A.M., in Book 4 of Plats, pages 24 & 25, excepting lots #1, 2, 101, 102, 124; and

WHEREAS, FREEDOM HILLS PARTNERSHIP wishes to add additional covenants thereon as hereafter shown; and

WHEREAS, FREEDOM HILLS PARTNERSHIP remains the owner of seventy five percent (75%) or more of all Lots above described.

THEREFORE, the said FREEDOM HILLS PARTNERSHIP does hereby amend the Declaration of Covenants and Restrictions as above described by adding thereto Paragraph # 23, which said paragraph shall be as follows:

23. No more than one mobile home of any type shall be placed upon any lot unless attached to an existing mobile home and sanded and painted to create one residential structure. One travel trailer/camper may be stored on occupied lot provided it is not used for residential purposes. A second mobile home may be utilized as a storage building if resided in such a manner as to make it appear as a permanent structure. Residing must occur within sixty (60) days of moving home on lot.

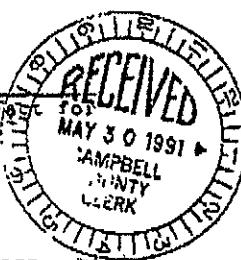
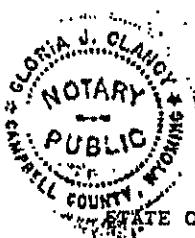
Said Covenants and Restrictions are in all other respects hereby ratified, approved, and confirmed.

DATED this 3rd day of May, 1991

FREEDOM HILLS PARTNERSHIP

*Kelly F. Mader*

Kelly F. Mader, Attorney in Fact for  
Freedom Hills Partnership



STATE OF WYOMING )  
|  
COUNTY OF CAMPBELL )  
| 56

The foregoing instrument was acknowledged before me by  
Kelly F. Mader, Attorney in Fact for Freedom Hills Partnership  
this 15th day of May, 1991

Witness my hand and official seal.

*Gloria J. Clancy*  
Notary Public

My commission Expires: 11/16/93

STATE OF WYOMING )

Campbell County }  
Filed for record this 30th day of May, 1991 at 1:04 P.M. and recorded in Book 1168  
of Photos on page 116. Fees \$4.00. 648208  
By Deputy *Charles M. Jorgenson*  
County Clerk and Ex-Officio Register of Deeds  
RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

AMENDMENT TO RESTRICTIVE COVENANTS  
for the  
RESUBDIVISION OF FREEDOM HILLS SUBDIVISION

COMES NOW the undersigned being owners of land within Freedom Hills Subdivision, hereby state and say as follows:

WHEREAS, an instrument entitled "Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision" was duly recorded in the office of the County Clerk, Campbell County, Wyoming, in Book 751 of Photos on Page 527 thereof.

THEREFORE, the undersigned owners of Freedom Hills Subdivision, do hereby amend the Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision as above described by amending the following paragraphs as:

1. No more than one (1) residence for living purposes may be located on any lot whether constructed homes, mobile homes or combination of these types of homes except for lots #45, 46, 63, 72, 79, 96, and 100 which shall be limited to no more than two (2) residences for living purposes.
2. No further subdivision of any lot shall be allowed except for lots #45, 46, 63, 72, 79, and 96 which may be subdivided once, and lots #5, 7, 8, 11, 12, 20, 22, 32, 62, and 131 which may be adjusted for easements, park dedication and property line adjustments only. No additional residential lots may be created except on lots #45, 46, 63, 72, 79, and 96.
14. No business activity shall be conducted, except that which may reasonably be conducted from within the home in a residential area excepting lots #4, 5, 6, and 7, which may be used for mini-storage and/or gas station/grocery store. A separate residence may be maintained apart from the commercial building.

SAID Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision are in all other respects hereby ratified, approved and confirmed.

DATED this 19th day of March, 1985.

Owner of 75% of lots within subdivision

Kelly F. Mader  
Kelly F. Mader, Attorney in Fact for  
Freedom Hills Subdivision

The foregoing instrument was acknowledged before me by Kelly F. Mader, Attorney in Fact for Freedom Hills Subdivision this 19th day of March, 1985.

Witness my hand and official seal.

Leanne A. Cawley  
Notary Public

My Commission Expires: 4-20-87

547592

Book 751 of Photos, Page 527.

DECLARATION OF COVENANTS AND RESTRICTIONS

OF THE

RESUBDIVISION OF FREEDOM HILLS SUBDIVISION

CAMPBELL COUNTY, WYOMING

STATE OF WYOMING      }  
                            } ss.  
COUNTY OF CAMPBELL    }

WHEREAS, the undersigned being the owners of certain real property in Campbell County, Wyoming which has been subdivided and now known as the Freedom Hills Subdivision, hereinafter the "Subdivision," the plat of which was filed in the Office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming the 13 day of October, 1982, at 10:46 A.M., in Book 4 of Plats, pages 24 and 25, excepting lots #1, 2, 101, 102, 124 and as owners desire to place certain restrictive covenants on the subdivision for the purpose of reserving the quality of living, and keeping, and maintaining desirable uses within the subdivision on the following limitations and restrictions shall constitute COVENANTS RUNNING WITH THE LAND, and shall be binding upon all future owners, and/or buyers under an agreement for warranty deed or any other agreement for purchase, as well as all assigns and successors interest of property within the subdivision.

1. No more than one (1) residence for living purposes may be located on any lot, whether constructed homes, mobile homes or combination of these types of homes except for lots #46, 63, 72, 79, 96, and 100.
2. No further subdivision of any lot shall be allowed except for lots #46, 63, 72, 79, 96 which may be subdivided once, and lots #5, 7, 8, 10, 11, 12, 20, 22, 32, 62, and 131 which may be adjusted for easements, park dedication and property line adjustments only. No additional residential lots may be created, except on lots #46, 63, 72, 79, and 96.
3. All mobile homes shall be skirted within six (6) months of occupancy.
4. The property shall not be used for any purpose that would result in the pollution of any water way which flows through or near by said property. No property shall be used in any manner which allows refuse, sewage, or other material to exist or accumulate that might tend to pollute the waters flowing through or near by said property, or that may otherwise tend to impair the ecological balance or beauty of the surrounding properties.
5. All garbage, trash or other debris of any type or nature shall be removed from the premises not less than two (2) times per month. At no time shall any garbage, trash or other debris be allowed to accumulate that creates a public health hazard or nuisance to other owners within the subdivision or the owners of surrounding lands. No portion of the property shall be used or maintained as dumping ground for trash, garbage, and other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. No residence erected or placed upon any of said lots shall be erected, maintained or located nearer to a boundary than twenty feet (20'). There is specifically preserved adjacent to each lot line, (not street boundary) a strip ten (10') feet in width as an easement for utility lines, (water, sewer, and power, etc.) and no building or structure shall be placed thereon. All septic tanks or other sewage disposal systems, (including leach field or other drainage field) and their placements and construction are the responsibility of the owner, and shall be at least fifty feet (50') from any property line, and in compliance with applicable state and local laws.
7. All sewage disposal systems shall be of such type and construction so as to prevent dissemination of waste above ground, and prevent the emanation of odor.
8. No salvage yard shall be permitted on any lot. A salvage yard shall include but shall not be limited to the storage and sale of used or junk vehicles, scrap metal, wood or other material.

Book 751 of Photos, page 528.

9. In the event any owner or resident upon said property shall maintain livestock or pets, said owner shall be responsible for constructing such a fence as will restrain and keep all livestock and pets on his own property. Freedom Hills Landowners Association shall have right to exact a fine for animals not so retained.

10. Livestock may be kept on the property; however, no more than three (3) hogs may be kept on any lot. No commercial feed lots shall be permitted. In order to prevent over grazing, livestock shall be kept in a small corral or enclosure not to exceed twenty percent (20%) of the lot size, and only allowed for occasional grazing in remaining grass area owned and fenced by the owner.

11. Drainage culverts shall be required in road approaches when necessary to provide for drainage, and culverts so installed shall be not less than 14 inches in diameter.

12. A church facility along with a separate residence for a parsonage shall be acceptable use for any lot.

13. No business selling any form of alcoholic beverage shall be conducted on any lot within the subdivision.

14. No business activity shall be conducted, except that which may reasonably be conducted from within the home in a residential area excepting lots #5, 6 and 7, which may be used for mini-storage and/or gas station/grocery store. A separate residence may be maintained apart from the commercial building.

15. No right-of-way or additional easements other than those established by the attached plat, shall be created or granted to property outside the dedicated boundaries of the subdivision except as noted in section #2.

16. No more than one unlicensed automobile or truck shall be allowed on any property at any time unless stored within an enclosed building.

17. No activity shall be engaged in which creates objectionable noise. It is the intent of the developers of Freedom Hills to provide a peaceful country environment conducive to family living. Also, due to the number of people residing within Freedom Hills who are involved in shiftwork and must, by necessity, sleep during the day, the Landowners Association shall restrict noise it deems objectionable. Therefore, trail bikes, minibikes, etc., or other unlicensed machinery which is not properly muffled shall be prohibited. Excepting however, machinery, trucks, and other equipment used in construction or in road maintenance and further excepting any gravel mining activity on lots #27, 28, 29, 35, 38, 39, and 40.

18. Each lot owner or buyer under an agreement for deed or other purchase agreement shall be a part of Freedom Hills Landowners Association, a non-profit corporation, and shall be subject to an assessment for the use of street, roads and water system within the subdivision. Such assessment shall be fixed by the association and the association shall be governed by the by-laws of the corporation. All assessments not paid when due shall become a lien on the property and shall remain a lien until fully paid. Freedom Hills Landowners Association, its successors and assigns, shall have the right and power to bring any action necessary to collect such assessments and to enforce said lien. Said Landowners Association shall be expanded to include adjoining areas or lots presently within boundaries that are not included (see Exhibit "B") at such time as those areas request to be brought in.

19. These restrictions and covenants may be amended or altered at any time upon the written approval of the owner or owners, or seventy-five percent (75%) of the lots within the subdivision.

20. The term of these restrictive covenants shall be for a period of twenty (20) years, and thereafter said restrictive covenants shall be renewed for an additional term of twenty (20) years. On or before the twentieth anniversary thereafter, those persons owning two-thirds (2/3) of the land within the subdivision, may amend or terminate these covenants.

Book 751 of Photos, page 529.

21. Invalidation of any one or more of the covenants or conditions here-of by court judgement or order shall not affect in any manner the other provi-sions which shall remain in full force and effect.

22. Any individual, partnership or corporation that is an owner or buyer of a lot within the subdivision under an agreement for warranty deed or any other purchase agreement, or their assigns, agents or lessees, violates or breaches any of the covenants or restrictions contained herein, shall be assessed a penalty of \$25.00 per day for each day of a continuing violation. The period of a violation shall be deemed to begin on the written notice to the violator and shall continue until termination of the violation or breach. All penalties assessed under these provisions shall be the property of and paid to the Freedom Hills Landowners Association, a non-profit corporation. Any landowner of property within Freedom Hills Subdivision or owners adjacent to the subdivision, or their heirs, executors or assigns, or officers of Landowners Association shall have the right individually and jointly to proceed at law or in equity violation or breach of any of these covenants and restrictions shall not bar the enforcement at any time. Should it become necessary for any of the above listed parties to take legal action for the enforcement of these covenants and restrictions, the party so violating the covenants or restrictions, shall be liable for all attorney's fees and costs.

DATED this 29 day of May 1984.

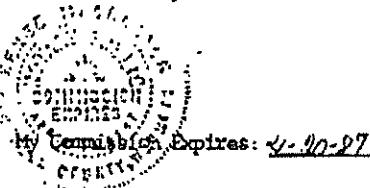
FREEDOM HILLS LANDOWNERS ASSOCIATION

*Kelly F. Mader*  
 Kelly F. Mader, Attorney in Fact for  
 Freedom Hills Partnership

STATE OF WYOMING      )  
 COUNTY OF CAMPBELL    )  
 }ss.

The foregoing instrument was acknowledged before me by Kelly F. Mader, Attorney in Fact for Freedom Hills Partnership this 29 day of May 1984.

Witness my hand and official seal.



*George N. Casper*  
 Notary Public

STATE OF WYOMING  
 Campbell County  
 Filed for record this 29th day of May 84 at 4:08 P.M. and recorded in Book 751  
 of photos on page .527      A.D. 19 84      Fee: 8.50  
Livingston E. Addison      547592  
 County Clerk and Ex-Officio Register of Deeds      Jacklyn Nelson  
RECORDED      INDEXED      CHECDED  
ABSTRACTED      SEARCHED  
By Deputy



DISCLOSURE STATEMENT  
FOR  
RESUBDIVISION OF THE FREEDOM HILLS SUBDIVISION

This disclosure statement has been prepared in a effort to provide general information to the Public related to the construction and maintenance of improvements and condition of services that are to be provided within this subdivision. This document shall be kept at the County Clerk's Office and shall be available upon request to the Public. The developer is Freedom Hills Partnership.

Detailed technical drawings and specifications for the improvements have been reviewed and approved by all applicable governmental agencies. All detailed technical information and design drawing are kept on file and may be reviewed by the Public at the County Engineer's Office.

Construction, operation, and/or maintenance, and financial responsibilities for the following improvements and/or services for this subdivision are described as follows:

1. STREET CONSTRUCTION AND MAINTENANCE:

Streets shall be constructed by the subdivider. Maintenance, including snow removal shall be by the County. Property owners shall be responsible for maintenance and snow removal on own property including access driveways. These streets will not be constructed to Campbell County standards for acceptance for maintenance or snow removal.

2. WATER SUPPLY:

Water supply is provided by a public system which has been built to all state and county specifications and has been approved by the Wyoming Department of Environmental Quality. All water systems shall be maintained by the Freedom Hills Landowners Association.

3. SEWAGE DISPOSAL:

Sewage disposal shall be by private septic system, designed in accordance with Campbell County Regulations, and inspected by Campbell County Engineers Office. Sewage permits are required and can be obtained from County Engineers Office.

4. RESTRICTIVE COVENANTS:

Restrictive Covenants are available at the office of R.A. "Dick" Mader Real Estate, The Courtyard, 910 East 3rd St., Suite "A", Gillette, Wyoming 82716. Phone (307) 682-1916, and the Campbell County Clerk. Enforcements of covenants shall be by the Freedom Hills Landowners Association, or by individual landowners, purchasers residing in the Freedom Hills Subdivision, or by any adjacent landowner or by developer. Enforcement by all parties shall be through normal process of laws as noted in covenants, land contracts, and landowner association documents.

5. ASSOCIATION FEES:

Association fees shall be \$40.00 per month and may be amended at any time by consent of majority of association members. Each landowner of a lot at Freedom Hills Subdivision shall be a member of the Freedom Hills Landowners Association. "Lots owned by Freedom Hills Partnership shall not be subject to assessments."

6. GARBAGE DISPOSAL:

Garbage disposal shall be administered by the Freedom Hills Landowners Association. Jesse's Disposal will pick up trash Wednesday mornings between 7:00 A.M. - 9:00 A.M. Please have your trash at the end of your road.

7. TELEPHONE SERVICE:

Telephone service shall be the sole responsibility of U.S. West Communications.

8. CABLE T.V.:

Cable T.V. is available out of Sundance. Phone Number toll free is 1-800-828-5020. Financial responsibility shall be between landowner/purchaser and supplier of Cable T.V.

9. STREET LIGHTING:

None, except at main entrance to subdivision.

10. STREET SIGNS:

Street signs shall be constructed by the developer and maintained by Freedom Hills Landowners Assoc.

11. CULVERTS AND DRAINAGE:

Culverts and Drainage relative to main streets shall

be placed by the developer and maintained by Freedom Hills Landowners Association. Culverts needed in borrowpits under driveways to individual lots shall be the responsibility of the landowner/purchaser. The minimum culvert size is 12" in diameter, 18" for larger drainages as needed.

12. ZONING:

Freedom Hills Subdivision is not zoned but is regulated as to use by the Freedom Hills Covenants. Covenants are not enforceable by the County, but between landowners and adjoining landowners. Surrounding property is not zoned and may be used for any purpose.

13. FIRE PROTECTION:

Fire protection is provided by the Campbell County Volunteer Fire Department. A fire Station is located in the Subdivision on Lot #5.

14. BUILDING CODES:

Plumbing, sewage and electrical permits and inspections are required by the County. Construction in accordance with the UPC and NEC Codes. Building permits and inspections are encouraged by both the developer and the County, but are not required. Permits are available at the County Engineers Office. Also, some regulation is set forth within the Freedom Hills Covenants.

15. ELECTRICITY:

Electricity is provided by Tri-County Rural Electric Association. Main lines to individual lot property shall be constructed by the developer. Connection shall be the responsibility of landowner/purchaser.

16. POSTAL SERVICE:

Mail is delivered Monday thru Saturday. Mail boxes have been provided by the Postal Service and covered by the developer. Cover maintenance shall be the responsibility of the Landowners Association.

17. PARKS:

No park land is provided.

18. SCHOOLS:

Children attending Kindergarten through the eighth grade will be attending in Rozet. Children attending

## 19. SUBDIVIDING:

No further subdivision of any lot shall be allowed, excepting lots # 46, 63, 72, 79, and 96, which may be subdivided once, and lots # 5, 7, 8, 10, 11, 12, 22, 32, 62, and 131, which may be adjusted for easements, park dedication and property-line adjustments only. No additional residential lots may be created, except of lots # 46, 63, 72, 79, and 96.

20. BLASTING CLAUSE:

Notice is hereby filed with this disclosure statement that Freedom Hills Subdivision is within approximately 1 mile of the WYODAK Resources Development Corp., blasting permit boundary. Blasting is permitted on an as needed basis Monday thru Friday within the hours of 8:00 A.M. until sunset.

21.

Be advised that Campbell County Wyoming assumes no liability by virtue of this disclosure statement. Campbell County has required this disclosure statement in its subdivision approval process solely for the purpose of informing the consumer. Campbell County does not in any manner warrant or guarantee to the consumer that the aforementioned statements contained within the disclosure statement are factual as represented. Be further advised that their proper recourse for short comings in the above described improvements lies between the consumer and the developer who made this disclosure statement.

The Public is invited and encouraged to obtain or review copies of this document and all other documents previously mentioned. Copies of all documents are available at the office of the County Clerk or Engineer upon request and receipt of payment for reproduction costs.

IN TESTIMONY WHEREOF, I have caused these presents to be signed this 30<sup>th</sup> day of June, 1992.

**FREEDOM HILLS SUBDIVISION**

By: R. A. Dick Mader  
R. A. Dick Mader, Managing Partner  
Freedom Hills Subdivision

STATE OF WYOMING )  
COUNTY OF CAMPBELL )  
ss.

The foregoing instrument was acknowledged before  
me this 30th day of June, 1992 by  
K. D. "DICK" Mader  
WITNESS my hand and official seal.

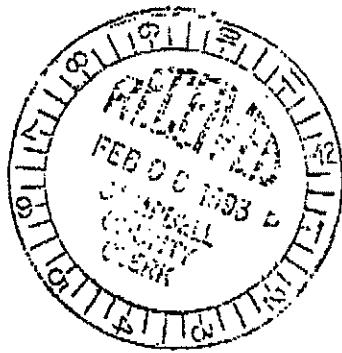
Lorin J. Clancy  
Notary Public

Book 1227 of Photos, page 555

My Commission Expires: 11/16/93

IN WYOMING }  
ell County }  
record this 8th day of February A.D. 1993 at 1:02 o'clock P M. and recorded in Book 1227  
Photos on page 542-555 Fees 32.00 **666970**  
Lillian E. Addison Margaret Luedtke  
 Clerk and Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED



666971

AMENDMENT TO RESTRICTIVE COVENANTS  
FOR  
FREEDOM HILLS SUBDIVISION

COMES NOW FREEDOM HILLS PARTNERSHIP and hereby states and says as follows:

WHEREAS, an instrument entitled "Declaration of Covenants and Restrictions of the Resubdivision of Freedom Hills Subdivision" was duly recorded in the Office of the County Clerk, Campbell County, Wyoming, in Book 751 of Photos, Page 527, which said instrument covered those lots described on the Plat of which was filed in the office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming the 13 day of October 1982, at 10:46 A.M., in Book 4 of Plats, pages 24 & 25, excepting lots #1, 2, 101, 102, 124; and

WHEREAS, FREEDOM HILLS PARTNERSHIP wishes to add additional covenants thereon as hereafter shown; and

WHEREAS, FREEDOM HILLS PARTNERSHIP remains the owner of seventy five percent (75%) or more of all Lots above described.

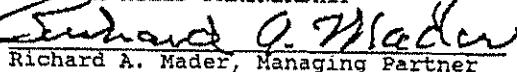
THEREFORE, the said FREEDOM HILLS PARTNERSHIP does hereby amend the Declaration of Covenants and Restrictions as above described by adding thereto Paragraph # 10, which said paragraph shall be as follows:

10. Livestock may be kept on the property; however, no more than three (3) head of livestock may be kept on any lot. No commercial or any feed lot shall be permitted. In order to prevent over grazing, livestock shall be kept in a small corral or enclosure not to exceed twenty percent (20%) of the lot size, and only allowed for occasional grazing in remaining grass area owned and fenced by the owner.

Said Covenants and Restrictions are in all other respects hereby ratified, approved, and confirmed.

DATED this 3rd day of December, 1992

FREEDOM HILLS PARTNERSHIP

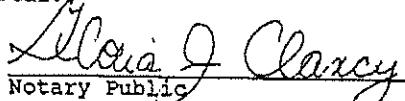


Richard A. Mader, Managing Partner  
Freedom Hills Partnership

STATE OF WYOMING ) ss  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me by  
Richard A. Mader, Managing Partner for Freedom Hills Partnership  
this 3rd day of December 1992

Witness my hand and official seal.



Lorraine J. Clancy  
Notary Public

My commission Expires: 11/16/03

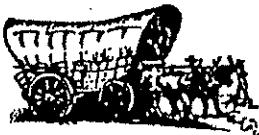
STATE OF WYOMING

Campbell County }  
8th day of February A.D. 19 93 1:04 o'clock P.M. and recorded in Book 1227  
Filed for record this day of February A.D. 19 93 1:04 o'clock P.M. and recorded in Book 1227  
Photos on page 6.00 Fees \$ 6.00 666971

Janice E. Addison  
County Clerk and Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By Margaret Middlecamp



## FREEDOM HILLS PARTNERSHIP

910 E. 3rd Street Suite A

Gillette, WY 82716

Ph. # (307) 682-1916

761393

Book 1597 of Photos, Page 355

### AMENDMENT TO RESTRICTIVE COVENANTS AND RESTRICTIONS OF FREEDOM HILLS RE-SUBDIVISION OF FREEDOM HILLS SUBDIVISION, CAMPBELL COUNTY WYOMING

COMES NOW FREEDOM HILLS PARTNERSHIP and does hereby amend the  
Declaration of Covenants and Restrictions of the Resubdivision of  
Freedom Hills Subdivision located in Campbell County, Wyoming says as  
follows:

WHEREAS, an instrument entitled "Declaration of Covenants and  
Restrictions of the Resubdivision of Freedom Hills Subdivision" was  
only recorded in the Office of the County Clerk, Campbell County,  
Wyoming, in Book 751 of Photos, Page 527, which said instrument covered  
those lots described on the Plat of which was filed in the office of  
the County Clerk and Ex-Officio Recorder of Deeds, Campbell County,  
Wyoming the 13th day of October 1982, at 10:46 A.M., in Book 4 of  
Plats, pages 24 & 25, excepting lots # 1, 2, 101, 102, 124; and

WHEREAS, said covenants were subsequently amended on March 19,  
1985, which amendment is attached hereto and incorporated herein by  
reference; and

WHEREAS, said covenants were again amended on May 3, 1991, which  
amendment is attached hereto and incorporated herein by reference;

WHEREAS, said covenants were again amended on December 3, 1992,  
which amendment is attached hereto and incorporated herein by reference;

WHEREAS, said covenants were again amended on January 12, 1993,  
which amendment is attached hereto and incorporated herein by  
reference;

WHEREAS, said Restrictive Covenants of FREEDOM HILLS SUBDIVISION,  
recorded in Book 751, state: "These restrictions and covenants may be  
ended or altered at any time upon the written approval of the owner  
owners, or seventy-five percent (75%) of the lots within the  
division." And whereas, FREEDOM HILLS PARTNERSHIP remains the owner  
seventy five percent (75%) or more of all Lots above described;

WHEREAS, FREEDOM HILLS PARTNERSHIP wishes to amend and add  
ditional covenants thereon as hereafter shown; and

THEREFORE, the said FREEDOM HILLS PARTNERSHIP does hereby amend paragraphs 5, 9, 10 and 16 of the Declaration of Covenants and restrictions as above described as follows:

- All garbage, trash or other debris of any type or nature shall be removed from the premises not less than two (2) times per month. At no time shall any garbage, trash or other debris be allowed to accumulate that creates a public health hazard or nuisance to other owners within the subdivision or the owners of surrounding lands. No portion of the property shall be used or maintained as a dumping ground for trash, garbage and other waste. All trash, garbage or other waste shall be kept in sanitary containers prior to disposal. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- In the event any owner or resident upon said property shall maintain livestock or pets, said owner(s) or resident shall be responsible for constructing such a fence or enclosure as will restrain and keep all livestock and pets on his own property. Freedom Hills Landowners Association shall assess fines as follows: \$25 per day for straying livestock and \$250 per offense for dogs running loose. Landowners shall be allowed to use live animal traps on their property for the capture for stray/wild cats, dogs or other nuisance animals.
- 0. Livestock may be kept on the property; however, no more than three (3) head of livestock (no pigs allowed) may be kept on any lot. No commercial or any feed lot shall be permitted. In order to prevent overgrazing, livestock shall be kept in a small corral or enclosure not to exceed twenty percent (20%) of the lot size, and only allowed for occasional grazing in remaining grass area owned and fenced by the owner.
- 6. No more than one unlicensed automobile or truck shall be allowed on any property at any time unless stored within an enclosed building. Violations of this covenant will result in a \$50 fine per vehicle per month.

NOW THEREFORE, FREEDOM HILLS PARTNERSHIP does hereby amend the Declaration of Covenants and Restriction as above described by adding hereto Paragraph #24 which said paragraphs shall be as follows:

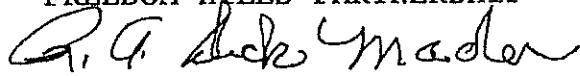
- 4. The Freedom Hills Water System is permitted by the state of Wyoming as a domestic water system and shall not be used for any other purpose. In no event shall outside irrigation exceed .25 acres (10,913 square feet) per 2 1/2 acres, nor for any other outside use such as the filling of ponds or other water holding facilities. Any violation of water usage shall result in a \$250.00 fine for the

first offense. For second offense and every offense thereafter, a \$500.00 fine will be assessed and the landowner's water shut off until said fine is paid.

Said Covenants and restrictions are in all other respects hereby ratified, approved, and confirmed.

DATED this 14th day of April, 2000

FREEDOM HILLS PARTNERSHIP



R. A. "Dick" Mader, Managing Partner  
Freedom Hills Partnership

STATE OF WYOMING      )  
                            )  
COUNTY OF CAMPBELL    )

The foregoing instrument was acknowledged before me by R. A. "Dick" Mader for Freedom Hills Partnership this 14 day of April 2000.

witness my hand and official seal.

  
Notary Public

y Commission Expires: 11-09-2002

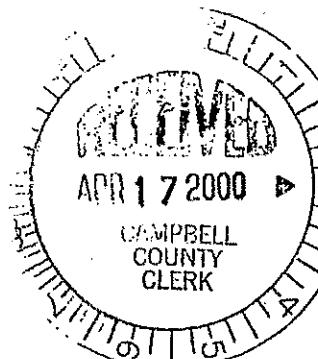
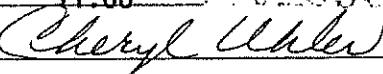
STATE OF WYOMING      ) ss.  
Campbell County

Filed for record this 17th day of April A.D. 2000 at 2:30 o'clock P.M. and recorded in Book 1597  
of Photos on page 355-357 Fees \$ 11.00

Debra Boudreaux  
County Clerk and Ex-Officio Register of Deeds

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

By  
Deputy



813161

Book 1852 of Photos, Page 50

DECLARATION OF COVENANTS AND RESTRICTIONS OF THE FREEDOM HILLS SUBDIVISION  
CAMPBELL COUNTY, WYOMING

This is a revision to reflect establishment of Freedom Hills Improvement and Service District (September 9, 2002) and the Map dated: 3-7-2003, filed with the Campbell County Elections and Assessor's Offices and the Department of Revenue of the State of Wyoming. Purpose for restrictive covenants is to reserve the quality of living, and to keep and maintain desirable uses within the subdivision. Following limitations and restrictions shall constitute COVENANTS RUNNING WITH THE LAND. These covenants shall be binding upon all future owners, and/or buyers under an agreement for warranty deed or any other agreement for purchase, as well as all assigns and successors interest of the property within the subdivision.

THE BOUNDARIES OF FREEDOM HILLS IMPROVEMENT AND SERVICE DISTRICT ARE DESCRIBED AS FOLLOWS:

Township 50 North, Range 71 West 6th P.M. Campbell County, Wyoming,  
Section 23 & 26: The portions that comprise Freedom Hills Improvement and Service District, a platted subdivision, and  
Section 24: W 1/2 SW 1/4  
Section 25: NW 1/4 NW 1/4 The portion that lays North of Interstate 90

This area is also described as Tract A on a survey plat of the Edwin Moran Ranch Boundary completed by Eagle Enterprises, Inc. and certified by Robert L. St.Claire. Containing approximately 467.30 acres.

The portions of the below stated sections laying South of Interstate 90 and North of Burlington Northern Railroad and Containing approximately 84.76 acres.

Township 50 North, Range 71 West 6th P.M. Campbell County, Wyoming,  
Section 24: SE 1/4 SE 1/4  
Section 25: N 1/2 N 1/2  
Section 26: N 1/2 NE 1/4, NE 1/4 NW 1/4, and

Township 50 North, Range 70 West 6th P.M. Campbell county, Wyoming,  
Section 30: NW 1/4 NW 1/4  
Section 19: SW 1/4 SW 1/4

This area is also described as Tract B on a survey plat of the Edwin Moran Ranch Boundary, Campbell County Wyoming completed by Eagle Enterprises, Inc. and Certified by Robert L. St.Claire.

1. No more than one (1) residence for living purposes may be located on any lot whether constructed homes, mobile homes or combination of these types of homes. No further subdividing except on those lots with existing multiple utilities, with the approval of the Freedom Hills Improvement and Service District Board. No more tapping into water system, inside and outside of Freedom Hills Improvement and Service District. Dues will be accessed per tap.

2. All mobile homes shall be skirted within two (2) months of occupancy.

3. The property shall not be used for any purpose that would result in the pollution of any water way which flows through or near by said property. No property shall be used in any manner which allows refuse, sewage, or other material to exist or accumulate that might tend to pollute the waters flowing through or near by said property, or that may otherwise tend to impair the ecological balance or beauty of the surrounding properties.

## Book 1852 of Photos, Page 51

4. All garbage, trash or other debris of any type or nature shall be removed from the premises not less than four (4) times per month. Garbage disposal will be handled by a professional service not by individual land owner/owners. At no time shall any garbage, trash or other debris be allowed to accumulate that creates a public health hazard or nuisance to other owners within the district or the owners of surrounding lands. No portion of the property shall be used or maintained as a dumping ground for trash, garbage and other waste. All trash, garbage or other waste shall be kept in sanitary containers prior to disposal. No burning of garbage in burn barrels. No disposal fires without calling in a controlled burn. Call Campbell County Fire Department at 682-5319.
5. No residence erected or placed upon any of said lots shall be erected, maintained or located nearer to a boundary than twenty feet (20'). There is specifically preserved adjacent to each lot line, (not street boundary) a strip ten feet (10') in width as an easement for utility lines, (water, sewer, and power, etc.) and no building or structure shall be placed thereon. All septic tanks or other sewage disposal systems, (including leach field or other drainage field) and their placements and construction are the responsibility of the owner, and shall be at least fifty feet (50') from any property line and in compliance with applicable state and local laws.
6. All sewage disposal systems shall be of such type and construction so as to prevent dissemination of waste above ground, and prevent the emanation of odor.
7. No salvage yard shall be permitted on any lot. A salvage yard shall include but not be limited to the storage and sale of used junk vehicles, scrap metal, wood or other material.
8. In the event any owner or resident upon said property shall maintain livestock or pets, said owner(s) or resident shall be responsible for constructing such a fence or enclosure, as will restrain and keep all livestock and pets on his own property. As defined by Campbell County Animal Control. Landowners shall be allowed to use live animal traps on their property for the capture for stray/wild cats, dogs or other nuisance animals.
9. Livestock may be kept on the property; however, no more than three (3) head of livestock (no pigs allowed) may be kept on any lot. No commercial or any feed lot shall be permitted. In order to prevent overgrazing, livestock shall be kept in a small corral or enclosure not to exceed twenty percent (20%) of the lot size, and only allowed for occasional grazing in remaining grass area owned and fenced by the owner. Freedom Hills Improvement and Service District Board can levy fines for excess or nuisance animals. No fowl, kitten or puppy mills etc. All animals must be humanely treated. All infraction should be reported to the Campbell County Animal Control.
10. Drainage culverts shall be required in road approaches when necessary to provide drainage, culverts in roadways no less than 14 inches in diameter, driveways are at the discretion of the landowner and Freedom Hills Improvement District.
11. A church facility along with a separate residence for a parsonage shall be acceptable use for any lot.
12. No business selling any form of alcoholic beverage shall be conducted on any lot within the subdivision.
13. No business activity shall be conducted, except that which may reasonably be conducted from within the home in a residential area, unless approved by Freedom Hills Improvement and Service District Board. Lots #7 and #31 are a tank battery and pumping unit and Lot # 5 is Campbell County Fire Station #13. Lots #4 and #6 will remain commercial limited to storage units and grocery store.
14. No right-of-way or additional easements other than those established by the attached plat, shall be created or granted to property outside the dedicated boundaries of the subdivision except as noted in section #2.
15. Campbell County, Wyoming, allows no more than two (2) unlicensed automobiles or trucks shall be allowed on any property at any time unless stored within an enclosed building. Violations of this covenant will result in fines per vehicle per month.
16. Activities that create objectionable noise will not be tolerated, as the intent is to provide a peaceful country environment which is conducive to family living. With the high number of shiftworkers, trail bikes, minibikes, vehicles not considered "Street Legal" etc. or other unlicensed machinery which is not properly muffled shall be prohibited. However, machinery, trucks, and other equipment use in construction or in road maintenance, etc.. will be an exception.
17. Each lot owner or buyer under an agreement for deed or other purchase agreement shall be part of Freedom Hills

## Book 1852 of Photos, Page 52

Improvement and Service District, a non-profit corporation, and shall be subject to an assessment for streets, roads, water systems and trash pick-up within the subdivision, with the exception of no assessment for lot # 5 (Campbell County Fire Station # 13). Such assessment shall be fixed by Freedom Hills Improvement and Service District Board, as of November 1, 2002. The owner on record with Campbell County is responsible for the payment of the Freedom Hills Service and Improvement District dues which will be collected with the property taxes beginning July 1, 2003. The first assessment will include all unpaid dues prior to that date.

18. The Association will hold an annual meeting. The third (3rd) week of February of each year and at such time will elect officers, (Election of officers to start in 2006), approve a budget, and schedule regular maintenance for the succeeding year and conduct such other business as may properly come before the District. Mandatory attendance or a notarized absentee ballot (must be received by the first (1st) day of the 3rd week of February if voting. Also restrictions and covenants may be amended or altered at any time upon the written approval of the owners or two-thirds (2/3) of the owners within the District.

19. The term of these restrictive covenants shall be for a period of twenty (20) years, and thereafter said restrictive covenants shall be renewed for an additional term of twenty (20) years. On or before the twentieth anniversary thereafter, those persons owning two-thirds (2/3) of the land within the District, may amend or terminate these covenants by petition. Ballots will be counted during the Annual February meeting and only those in attendance to vote or an absentee ballot, will be counted towards the two-thirds (2/3) of the votes needed.

20. Invalidation of any one or more of the covenants or conditions hereof by court judgement or order shall not affect in any manner the other provisions which shall remain in full force and effect.

21. Any individual, partnership or corporation that is an owner or buyer of a lot within the District under an agreement for warranty deed or any other purchase agreement or their assigns, agents or lessees, violates or breaches any of the covenants or restrictions contained herein, shall be assessed a penalty of \$25.00 per day for each day of a continuing violation. The period of a violation shall be deemed to begin on the written notice to the violator and shall continue until termination of the violation or breach. All penalties assessed under these provisions shall be the property of and paid to the Freedom Hills Improvement and Service District a non-profit corporation. Any landowner of property within Freedom Hills Improvement and Service District or owners adjacent to the District, or their heirs, executors or assigns, or officers of the District shall have the right individually and jointly to proceed at law or in equity violation or breach of any of these covenants and restrictions shall not bar the enforcement at any time. Should it become necessary for any of the above parties to take legal action for the enforcement of these covenants and restrictions, the party so violates the covenants or restrictions shall be liable for all attorneys fees and costs.

22. No more than one mobile home of any type shall be placed upon any lot unless attached to an existing mobile home and sanded and painted to create one residential structure. Owner owned travel trailer/campers may be stored on occupied lot provided it is not use for a residential purposes. Existing mobile home storage building, if resided in such a manner as to make it appear as a permanent structure, residing must occur within sixty (60) days of moving home onto lot. No storage unit of that type may be used without Freedom Hills Improvement and Service District Boards approval. As of 11-15-02.

23. The Freedom Hills Waste System is permitted by the State of Wyoming as a domestic water system and shall not be used for any other purpose. In no event shall outside irrigation exceed .25 acres (1/4 acres) or (10,913 square feet) per owned lot, nor for any other water holding facilities. Any violation of water usage shall result in an \$250.00 fine for the first offense. For the second offense and every offense thereafter, a \$500.00 fine will be assessed and the landowner's water will be shut off until said fine is paid.

24. Every person or entity who is a recorded owner of a fee or undivided fee interest in any lot within the Freedom Hills Improvement and Service District, Campbell County Wyoming, including contract sellers, shall be a member of the District. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to an assessment by Freedom Hills Improvement and Service District Board.

25. Officers of the Freedom Hills Improvement and Service District shall include a President who shall preside at the meetings, receive and process complaints, represent the District as necessary before the County Commissioners, and be responsible for getting the maintenance and snow removal done; a Vice President who shall act in the absence of the President; and a Secretary/Treasurer who shall keep all records of the District. All homeowner dues and assessments shall be collected by Campbell County Treasurers office with the property tax notice and will be disbursed to the elected

## Book 1852 of Photos, Page 53

Directors to disburse for the District's operational expenses. Officers have been elected for 3 year, 4 year and 5 year terms, elections for new terms, starting in the year 2006. The officers of the District may be paid such salary fees as the members of the District determine at the annual meeting.

26. The Covenants and the management of the subdivision will be overseen by the Freedom Hills Service and Improvement District's Board which will operate within the guidelines outlined by the State of Wyoming. This District may not be dissolved without the prior permission of the Board of County Commissioners of Campbell County, Wyoming.

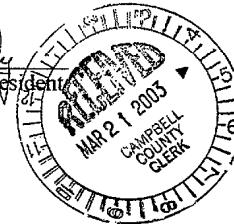
27. Home owners are responsible for accidents that happen with-in their property lines. This should be covered by your personal Home Owners Insurance. Visible addresses with numbers shall be at each lot for emergency response purposes.

Freedom Hills Service and Improvement District Board Members Elected September 9, 2002 are as follows: Edward McNair, President, Wayne Daly, Vice President and Nichol Lena Hall, Secretary Treasurer. We submit this document of Covenant for Freedom Hills Subdivision in Campbell County Wyoming.

*Edward McNair*  
Edward McNair, President

*Wayne R. Daly*  
Wayne Daly, Vice President

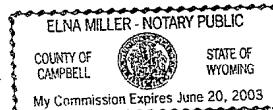
*Nichol Lena Hall*  
Nichol Lena Hall, Sec/Treas.



In my presence, Edward McNair, President and Wayne Daly, Vice President and Nichol Lena Hall, Sec/Treas. being the above named, did sign this acknowledgement. The above appeared before me in the state of Wyoming County of Campbell this 21st day of March, 2003.

*Elna Miller*  
County Clerk or Notary Public

My commission Expires: June 20, 2003



STATE OF WYOMING } ss.  
Campbell County  
Filed for record this 21st day of March A.D. 2003 at 4:30 o'clock P.M. and recorded in Book 1852  
of Photos on page 50-53 Fees \$ 17.00 C13181  
RECORDED  
ABSTRACTED  
INDEXED  
CHECKED  
*Debra Flanders*  
County Clerk and Ex-Officio Register of Deeds  
*Elaine Harbott*